Agenda **Regular Meeting of the Finance Committee**
December 8, 2025 at 5:00 PM
Council Chambers, City Hall
200 Lincoln Avenue

Procedures for Finance Committee Meeting

Viewing: *If the relevant technology is available to record the meeting in City Hall*, members of the public may stream the meeting live on the City of Santa Fe's YouTube channel. The YouTube live stream can be accessed from most smartphones, tablets, or computers.

The video recording*, if created,* of this and all past meetings of the Governing Body will also remain available for viewing at any time on the City's YouTube channel. Staff is available to help members of the public access pre-recorded Governing Body meetings online at any time during normal business hours. Please call 955-6521 for assistance.

1. Call to Order
2. Roll Call
3. Approval of Agenda
4. Approval of Consent Agenda
5. Presentations
    a. Finance Department Staff Recognition. (Emily K. Oster, Finance Director; ekoster@santafenm.gov)
    b. Recognition of Departing 2025 Finance Committee Members. (Emily K. Oster, Finance Director; ekoster@santafenm.gov)
    c. Proposed Goals, Objectives and Key Perfomance Indicators for FY26. (Andrea Phillips, Deputy City Manager; akphillips@santafenm.gov; Rod Gould, Senior Advisor; rsgould@santafenm.gov)
6. Action Items: Consent Agenda
    a. Request for Approval of the November 10, 2025, Finance Committee Meeting Minutes. (Emily K. Oster, Finance Director; ekoster@santafenm.gov)

    Committee Review:
    Finance Committee: 12/08/2025

b. Request for Approval of a General Services Contract with WEX Bank dba Wright Express in the Total Amount of $9,600,000 Including Applicable Taxes for WEX Fuel Card Program. (Raymond Scott Gunter, Procurement Manager: rsgunter@santafenm.gov)

Committee Review:
Finance Committee: 12/08/2025
Governing Body: 12/10/2025

c. Request for Approval of Citywide Price Agreement with Cintas Corporation in the Total Amount of $2,163,750 for Workplace Solutions for a Term of 8 Years. (Travis Dutton-Leyda, Chief Procurement Officer; tkduttonleyda@santafenm.gov and Emily K. Oster, Finance Director; ekoster@santafenm.gov)

Committee Review:
Finance Committee: 12/08/2025
Governing Body: 12/10/2025

d. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $3,070,059 from Prior Year FY2025 General Fund Balances to Establish Budget Authority for Transfers to the Affordable Housing Trust Fund Discussed in Prior Years Budget Narrative. (Emily K. Oster, Finance Director; ekoster@santafenm.gov)

Committee Review:
Finance Committee: 12/08/2025
Governing Body: 12/10/2025

e. Request for Approval of Amendment No. 2 to Item #24-0540 with Safeware, Inc. to Increase the Total Compensation to $10,000,000 Including NMGRT and to Extend the Term to March 28, 2029, for Public Safety Preparedness and Safety Equipment & Solutions. (Travis Dutton-Leyda, Chief Procurement Officer; tkduttonleyda@santafenm.gov and Emily K. Oster, Finance Director; ekoster@santafenm.gov)

Committee Review:
Finance Committee: 12/08/2025
Governing Body: 12/10/2025

f. Request for Approval of Amendment No. 4 to Memorandum of Understanding Item #18-1309 with Insight Public Sector to Increase the Compensation by $4,090,461.67 for a New Total Amount of $8,018,466.37 and to Extend the Termination Date to November 26, 2028, for City Microsoft 365 Products and Services. (Larry Worstell, ISD Manager; lfworstell@santafenm.gov)

Committee Review:

g. Request for Approval of an Exclusive Negotiation Agreement to Negotiate the Sale of Midtown Tract H-1a to Integral Design and Development LLC. for Development as a Mixed-Use Development, with a Deposit of $10,000. (Carly Venditti, Asset Development Manager; cavenditti@santafenm.gov)

Committee Review:
Finance Committee: 12/08/2025
Governing Body: 12/10/2025

h. Request for Approval of an Exclusive Negotiation Agreement to Negotiate the Sale of Midtown Tracts J-1a and J-1b to Santa Fe Innovation Hub LLC. for Development as a Mixed-Use Development, with a Deposit of $18,125. (Carly Venditti, Asset Development Manager; cavenditti@santafenm.gov)

Committee Review:
Finance Committee: 12/08/2025
Governing Body: 12/10/2025

i. Request for Approval of Amendment No. 1 to Item #25-0278 with Arthur J. Gallagher to Increase the Compensation by $174,020 for a New Total Contract Amount of $4,133,989.08 for Additional Insurance Premiums for FY25-26. (Andrea Phillips, Deputy City Manager; akphillips@santafenm.gov)

Committee Review:
Finance Committee: 12/08/2025
Governing Body: 12/10/2025

j. Request for Approval of Capital Outlay Grant Agreement with New Mexico Department of Transportation for Project C5253296 Rufina Lopez Lane Intersection Improvements in the Total Amount of $400,000 with the Reversion Date of June 30, 2029. (Romella Glorioso-Moss, Complete Streets Capital Projects Manager; rsglorioso-moss@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $400,000 from the 2025 Capital Appropriation to FY26 Revenue and WIP Design for Improvements to the Rufina Lopez Lane Intersection.

Committee Review:
Finance Committee: 12/08/2025
Governing Body: 12/10/2025

k. Request for Approval of a Memorandum of Agreement (MOA) with New Mexico Department of Transportation (NMDOT) for Public Transportation Service Funding in the Amount of $807,315.10. (Gabrielle Chavez, Transit

Director of Administration; gnchavez@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $1,009,146 to Budget Proceeds from the MOA with NMDOT in the Amount of $807,315 with Local Match of $201,830 from Transit Fund Balance.

2. Request Authorization of the Chief Procurement Officer to Issue a Purchase Order to Purchase Six Paratransit E-Transit Buses for an Amount of $400,287.

Committee Review:
Finance Committee: 12/08/2025
Governing Body: 12/10/2025

l. Request for Approval of Amendment No. 1 to Item #25-0456 with SKE Contractors, L.L.C. to Increase the Compensation by $600,000 for a New Total Contract Amount of $4,927,500 for Sewer Collection System Repair, Replacement, and Extension. (Fred Heerbrandt, Engineer Supervisor; pfheerbrandt@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $600,000 from the Wastewater Enterprise Fund to WIP Construction.

Committee Review:
Public Works and Utilities Committee: 12/01/2025
Finance Committee: 12/08/2025
Governing Body: 12/10/2025

m. Request for Approval of Amendment No. 1 to General Services Contract Item #23-0062 with IPS Group Inc. to Amend the Scope of Services to Provide Ongoing Support for Credit Card Payments Made by Customers on SingleSpace and Monthly Management System Fees for Single Space Parking Meters, Increase the Compensation by $543,600 for a New Total Amount of $1,346,607.14 Including NMGRT and to Extend the Term to November 21, 2029.(Steve Kaspan, Parking Division Director; spkaspan@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 12/01/2025
Finance Committee: 12/08/2025
Governing Body: 12/10/2025

n. Request for Approval of Amendment No. 1 to Item # 24-0351 with Western Oilfields Supply Co. to Increase the Compensation by $2,909,100.12 for a New Total Contract Amount of $3,909,100.12 for the Removal, Purchase and Installation of Pumps and Filtration Equipment for the Paseo Real Wastewater Treatment Facility. (Michael Dozier, WW Division Director;

mldozier@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $2,909,101 from the Wastewater Enterprise Fund to WIP Construction.

Committee Review:
Public Works and Utilities Committee: 12/01/2025
Finance Committee: 12/08/2025
Governing Body: 12/10/2025

o. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $500,000 from the Wastewater Enterprise Fund to WIP Construction to Fund an Existing Contract with McDowell Mechanical for On-Call General/Mechanical Construction Services. (Fred Heerbrandt, Engineer Supervisor; pfheerbrandt@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 12/01/2025
Finance Committee: 12/08/2025
Governing Body: 12/10/2025

p. Request for Approval to Obtain Construction Services with National Roofing Company for Maintenance and Repair of a 64-Year-Old Roof in the Total Amount of $330,722. (Leroy Alvarado, Operations Management Supervisor; lmalvarado@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 12/01/2025
Finance Committee: 12/08/2025
Governing Body: 12/10/2025

q. Request for Approval of a Public Fireworks Display Permit Submitted by the Kiwanis Club of Santa Fe for the New Year's Eve Celebration on Wednesday, December 31, 2025, at the La Fonda Plaza Hotel. (Geronimo Griego, Fire Marshal; gggriego@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 12/01/2025
Finance Committee: 12/08/2025
Governing Body: 12/10/2025

r. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $2,005,000 from the Water Cash Enterprise Fund to Water WIP Design for On-Call Engineering Services for Carollo Engineers Inc. (John Del Mar, Engineer; jpdelmar@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 12/01/2025
Finance Committee: 12/08/2025
Governing Body: 12/10/2025

s. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $1,060,000 from the Water Enterprise Cash Fund to Water WIP Design for On-Call Engineering Services for Hazen and Sawyer. (John Del Mar, Engineer Supervisor; jpdelmar@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 12/01/2025
Finance Committee: 12/08/2025
Governing Body: 12/10/2025

t. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $1,480,000 from the Water Enterprise Cash Fund to Water WIP Design for On-Call Engineering Services for AECOM Technical Services. (John Del Mar, Engineer Supervisor; jpdelmar@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 12/01/2025
Finance Committee: 12/08/2025
Governing Body: 12/10/2025

u. Request for Approval of Capital Appropriation Grant Agreement with New Mexico Department of Finance and Administration for Project 25-J4367 Improvements to Fire Station Facilities in the Total Amount of $3,955,050 with a Reversion Date of June 30, 2027. (Tim Farrell, Interim Facilities Division Director; tgfarrell@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $3,955,050 to FY26 Revenue and Facilities WIP Construction for Improvements to Fire Station Facilities.

Committee Review:
Public Works and Utilities Committee: 12/01/2025
Finance Committee: 12/08/2025
Governing Body: 12/10/2025

v. Request for Approval to Purchase a Metro Express 157, Type III Ambulance from Southwest Ambulance Sales in the Total Amount of $219,001. (Brian Moya, Fire Department, Fire Chief; bjmoya@santafenm.gov)

Committee Review:

Public Works and Utilities Committee: 12/01/2025
Finance Committee: 12/08/2025
Governing Body: 12/10/2025

w. Request for Approval to Accept the Fire Protection Fund Grant from the New Mexico Department of Homeland Security and Emergency Management (DHSEM) In the Total Amount of $522,980. (Brian Moya, Fire Department, Fire Chief; bjmoya@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) to add $522,980 from the DHSEM into FY26 Operating and Safety Supplies.

Committee Review:
Public Works and Utilities Committee: 12/01/2025
Finance Committee: 12/08/2025
Governing Body: 12/10/2025

x. Request for Approval of General Services Contract with Fire Wire, LLC for Fire Department Personal Protective Equipment Inspection, Repair and Cleaning Services in the Total Amount of $330,000 Including NMGRT for a Six-Year Term. (Brian Moya, Fire Chief; bjmoya@santafenm.gov and Graham Miller, Battalion Chief-Health and Safety; grmiller@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 12/01/2025
Finance Committee: 12/08/2025
Governing Body: 12/10/2025

y. Request for Approval of Amendment No. 1 to Professional Services Contract Item #25-0376 with Life Extension Clinics, Inc. dba Life Scan Wellness Centers to Increase Compensation by $495,407.95 for a New Total Amount of $645,771.20 for Firefighter Physicals. (Brian Moya, Fire Department, Fire Chief; bjmoya@santafenm.gov)

Comittee Review:
Public Works and Utilities Committee: 12/01/2025
Finance Committee: 12/08/2025
Governing Body: 12/10/2025

z. Request for Approval of a Professional Services Agreement with Woven Architecture LLC in the Total Amount of $231,300 Including NMGRT for Design Services for the Santa Fe Main Library for a Two-Year Term. (Jane Mathews, Public Works Project Manager II; sjmathews@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $231,300 to FY26 Facilities WIP Design for Santa Fe Main Library Preservation Project.

Committee Review:
Public Works and Utilities Committee: 12/01/2025
Finance Committee: 12/08/2025
Governing Body: 12/10/2025

aa. Request for Approval of Capital Appropriation Agreement with New Mexico Department of Finance and Administration in the Total Amount of $119,607 for Project 25-J4368 Improvements to the City Facility Leased to Kitchen Angels with a Reversion Date of June 30, 2027. (Caryn Grosse, PMP, Public Works Project Manager III; clgrosse@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 12/01/2025
Finance Committee: 12/08/2025
Governing Body: 12/10/2025

bb. Request for Approval of Capital Appropriation Grant Agreement with New Mexico Department of Finance and Administration for Project 25-J4366 Improvements to Fire Station Facilities in the Total Amount of $247,500 with a Reversion Date of June 30, 2028. (Tim Farrell, Interim Facilities Division Director; tgfarrell@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $247,500 to FY26 Revenue and Facilities WIP Construction for Improvements to Fire Station Facilities.

Committee Review:
Public Works and Utilities Committee: 12/01/2025
Finance Committee: 12/08/2025
Governing Body: 12/10/2025

cc. Request for Approval of Amendment No. 1 to Item # 24-0656 with SKE Contractors, LLC to Increase the Compensation by $113,915.40 for a New Total Contract Amount of $3,388,943.60 for Calle Mejia Sanitary Sewer Pipe Bursting Rehab Project. (Fred Heerbrandt, Engineer Supervisor; pfheerbrandt@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $113,916 from the Wastewater Enterprise Fund to WIP Construction.

Committee Review:
Public Works and Utilities Committee: 12/01/2025
Finance Committee: 12/08/2025
Governing Body: 12/10/2025

dd. Request for Approval of a General Services Contract with Duke's Root Control, Inc. for Sanitary Sewer Evaluation Services in the Total Amount of $1,463,040.28 for a Four Year Term. (Efren Morales, Operations Superintendent; emmorales@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $1,463,041 from the Wastewater Enterprise Fund to Repair and Maintenance Building/Structure.

Committee Review:
Public Works and Utilities Committee: 12/01/2025
Finance Committee: 12/08/2025
Governing Body: 12/10/2025

ee. Request for Approval to Purchase Two Commercial Front Load Collection Vehicles from Bruckner Truck Sales in the Total Amount of $970,078. (Martin Valdez, ESD Fleet Manager; mjvaldez@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 12/01/2025
Finance Committee: 12/08/225
Governing Body: 12/10/2025

ff. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $944,887 to Re-Appropriate the Unused Funds from the Office of Economic Development FY25 Budget into the FY26 Budget to Support the SFPS Work Base Learning Program Contract and the UNM Education and Training Consulting Contract. (Loretta Olguin, Business Operations Manager; lsolguin@santafenm.gov)

Committee Review:
Quality of Life Committee: 12/03/2025
Finance Committee: 12/08/2025
Governing Body: 12/10/2025

gg. Request for Approval of Amendment No.1 to General Plan Update Contract Item #24-0352 with WSP USA Inc. to Increase the Compensation by $150,000 for a New Total Amount of $2,037,871.87 for the Development of an Economic Development Strategic Plan. (Johanna Nelson, Office of Economic Development Director; jcnelson@santafenm.gov and Noah Tamas-Parris, Contracts Administrator; nmtamasparris@santafenm.gov)

Committee Review:
Economic Development Advisory Committee:12/03/2025
Quality of Life Committee: 12/03/2025
Finance Committee: 12/08/2025

Governing Body: 12/10/2025

hh. Request for Approval of Amendment No. 2 to Item #25-0011 with the Santa Fe Animal Shelter and Humane Society, Inc. to Increase the Compensation by $152,289 for a New Total Contract Amount of $430,289 for Animal Shelter Services. (Ben Valdez, Deputy Chief of Police; bpvaldez@santafennm.gov)

Committee Review:
Quality of Life Committee: 12/03/2025
Finance Committee: 12/08/2025
Governing Body: 12/10/2025

ii. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $500,000 from Prior Year Gross Receipts Tax Revenue to Service Contracts Fund for the Animal Services Emergency Contract Amendment and RFP Award. (Ben Valdez, Deputy Chief of Police; bpvaldez@santafenm.gov)

Committee Review:
Quality of Life Committee: 12/03/2025
Finance Committee: 12/08/2025
Governing Body: 12/10/2025

jj. Request for Approval of Amendment No. 3 to Item #23-0483 with Vladimir Jones (PRACO LTD.) for Advertising Agency Services to Increase the Compensation by $35,000, Including NMGRT for a New Total Amount of $16,412,000. (Randy Randall, TSF Executive Director; rrandall@santafenm.gov).

Committee Review:
Quality of Life: 12/03/2025
Finance Committee: 12/08/2025
Governing Body: 12/10/2025

kk. Request of Approval of Amendment No. 4 to Item #22-0062 with Mittera to Increase the Compensation by $150,757.12 Including NMGRT for a New Total Amount of $737,584.49 for Printing Services. (Randy Randall, TSF Executive Director; rrandall@sanatafenm.gov)

Committee Review:
Quality of Life Committee: 12/03/2025
Finance Committee: 12/08/2025
Governing Body: 12/10/2025

ll. Request for Approval of Capital Outlay Grant Agreement with the New Mexico Department of Finance and Administration for Capital Appropriation Project 25-14370 to Plan, Design, Construct, Repair, Improve and Equip Parks In the Total Amount of $150,097 with a Reversion Date of June 30, 2027. (Scott Overlie, Project Manager III; saoverlie@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $150,097 Legislative Grant Funds to Parks and Open Space FY26 Revenue and WIP Construction for Parks Improvement Project.

Committee Review:
Public Works and Utilities Committee: 12/01/2025
Finance Committee: 12/08/2025
Governing Body: 12/10/2025

mm. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $440,000 from the Lodger's Tax Fund Balances to the ART Admin Fund for Community Events, Art in Public Places, and Grants and Services. (Chelsey Johnson, Arts and Culture Director; cxjohnson@santafenm.gov)

Committee Review:
Quality of Life Committee: 12/03/2025
Finance Committee 12/08/2025
Governing Body: 12/10/2025

nn. Request for Approval of a Professional Services Contract with TWG Development, LLC to Support the Construction of 106 Affordable Housing Units of the Nueva Acequia 4% Santa Fe County LLC in the Total Amount of $935,000 for a One-Year Term. (Faviola Chavez, Director of Office of Affordable Housing, fachavez@santafenm.gov)

Committee Review:
Finance Committee: 12/8/2025
Governing Body: 12/10/2025

oo. Request for Approval of a Professional Services Contract with TWG Development, LLC to Support the Construction of 53 Affordable Housing Units of the Nueva Acequia 9% Santa Fe County LLC in the Total Amount of $565,000 for a One-Year Term. (Faviola Chavez, Director of Office of Affordable Housing, fachavez@santafenm.gov)

Committee Review:
Finance Committee: 12/8/2025
Governing Body: 12/10/2025

pp. Request for Approval of a Professional Services Contract with the Santa Fe Community Housing Trust for the Construction of 8 Permanently Affordable Homes at Arroyo Oeste Phase II for Income-Qualified Families in the Total Amount of $675,000 for a One-Year Term. (Faviola Chavez, Director of Office of Affordable Housing, fachavez@santafenm.gov)

Committee Review:
Finance Committee: 12/08/2025
Governing Body: 12/10/2025

qq. Request for Approval of a Professional Services Agreement with Homewise for the Construction of Spine Infrastructure for 1,500 Owner Occupied Homeownership Units in Phase 3A of Tierra Contenta in Total Amount of $1,500,000 for a One-Year Term. (Faviola Chavez, Director of Office of Affordable Housing, fachavez@santafenm.gov)

Committee Review:
Finance Committee: 12/8/2025
Governing Body: 12/10/2025

rr. CONSIDERATION OF RESOLUTION NO. 2025-____. (Mayor Alan Webber and Councilor Jamie Cassutt)
A Resolution Accepting a Grant from the Que Linda Beautification Program Administered by the New Mexico Department of Transportation; Entering into a Grant Agreement for a Total Amount of $90,000.00, Term Ending June 30, 2026; Identifying the City Manager or City Manager's Designee as the Signatory for the Agreement. (Sindey Snyder, Park Ranger Supervisor; sksnyder@santafenm.gov)

Committee Review:
Governing Body (Introduced): 11/12/2025
Public Works and Utilities Committee: 12/01/2025
Finance Committee: 12/08/2025
Governing Body: 12/10/2025

ss. CONSIDERATION OF BILL NO. 2025-25. ADOPTION OF ORDINANCE NO. 2025-____. (Councilor Amanda Chavez, Councilor Carol Romero-Wirth, Councilor Jamie Cassutt)
A Bill Updating the Rates and Service Charges for Water Utility Services. (Jesse Roach, Interim Public Utilities Director; jdroach@santafenm.gov)

Committee Review:
Governing Body (Introduced): 10/29/2025
Governing Body (Public Comment): 11/12/2025
Public Works and Utilities Committee: 12/01/2025
Finance Committee: 12/08/2025
Governing Body: 01/14/2025 (PENDING APPROVAL OF MEETING DATES)

tt. CONSIDERATION OF RESOLUTION NO. 2025-____. (Mayor Alan Webber)
A Resolution Approving Budget Amendments for the Buckman Direct Diversion Board and Santa Fe Solid Waste Management Agency and Requesting that New Mexico Department of Finance and Administration Approve the City of Santa Fe's First Quarter Budget Amendments for Fiscal Year 2026. (Andy Hopkins, Budget Officer; ajhopkins@santafenm.gov and Christina Martinez, Senior Budget Analyst; cfmartinez@santafenm.gov)

Committee Review:
Governing Body (Introduced): 11/12/2025
Public Works and Utilities Committee: 12/01/2025
Quality of Life Committee: 12/03/2025
Finance Committee: 12/08/2025
Governing Body: 12/10/2025

uu. CONSIDERATION OF RESOLUTION NO. 2025-____. (Mayor Alan Webber)
A Resolution Establishing the City of Santa Fe's Priorities for Consideration by the New Mexico State Legislature During the 57th Legislature – State of New Mexico – Second Session, 2026. (Marci Eannarino, Legislation and Policy Innovation Manager; maeannario@santafenm.gov and Christine Spiers, Legislative Assistant; cmspiers@santafenm.gov)

Committee Review:
Governing Body (Introduced): 11/12/2025
Public Works and Utilities Committee: 12/01/2025
Quality of Life Committee: 12/03/2025
Finance Committee: 12/08/2025
Governing Body: 12/10/2025

vv. CONSIDERATION OF BILL NO. 2025-22. ADOPTION OF ORDINANCE NO. 2025____.(Councilor Jamie Cassutt, Councilor Signe Lindell, Councilor Alma Castro, and Councilor Pilar Faulkner)
Amending SFCC 1987, Section 5-2, to Define "Abandonment" and "Unattended Animal"; Section 5-5.4 to Prohibit Keeping an Animal on any Median; and Section 5-8.4 to Specify that Abandoning an Animal Will Incur a Fine; Creating a New Section, 5-8.14, "Unattended Animal", Prohibiting Unattended Animals and Imposing a Fine; and Amending Table 15-12.1 to Increase the Fine for Abandoning an Animal from $200 to $500, Impose a $200 Fine for a First Unattended Animal Offense and a $500 Fine for Subsequent Offenses, and Impose a $50 Fine for Keeping Animals on Medians. (Thomas Grundler, Deputy Chief of Police; tjgrundler@santafenm.gov)

Committee Review:
Governing Body (Introduced): 10/8/2025
Governing Body (Public Comment): 10/29/2025
Quality of Life Committee: 11/5/2025 (*POSTPONED AS AMENDED TO 12/03/2025)*
~~Finance Committee: 11/10/2025~~ (*POSTPONED TO 12/08/2025)*
~~Governing Body: 12/10/2025~~ (*POSTPONED TO 01/14/2026)*
Quality of Life Committee: 12/03/2025
Finance Committee: 12/08/2025
Governing Body: 12/10/2026 (*FINAL ACTION, WAIVER OF RULE IV.D)*

7. Action Items: Discussion Agenda

8. Public Hearing

a. Request for Issuance of a Cease-and-Desist Order to Close Korea Spa, 2008 Rosina, Unit B, ZCK, LLC, Zaiqin Wei and Yun Chin, Owners, (505-490-8339) Code Enforcement Case# 2025-005022, Violation of SFCC 18-1.7 Notice of Violation; Penalty, Operating in a Manner Contrary to the Public Welfare.

(Maggie Moore, Assistant Land Use Director; mrmoore@santafenm.gov)

b. Request for Issuance of a Cease-and-Desist Order to Close Yang Yang Massage/Pony Massage, 1225 S. St. Francis Dr, Unit E, Hong Zhou, Owner/Operator, (505-460-9448). Code Enforcement Case# 2025-005040, Violation of SFCC 18-1.7 Notice of Violation; Penalty, Operating in a Manner Contrary to the Public Welfare. (Maggie Moore, Assistant Land Use Director; mrmoore@santafenm.gov)

9. Matters from Staff

10. Matters from the Committee

11. Matters from the Chair

12. Next Meeting: Monday, January 26, 2026

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.

Regular Meeting of the Finance Committee
November 10, 2025 at 5:00 PM
Council Chambers, City Hall
200 Lincoln Avenue
MINUTES

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1. Call to Order

The Regular Meeting of the Finance Committee was called to order by Councilor Romero-Wirth at 5:04 PM, on Monday, November 10, 2025, in the Council Chambers, CIty Hall, 200 Lincoln Avenue, Santa Fe, New Mexico.

2. Roll Call

MEMBERS PRESENT
Councilor Carol Romero-Wirth
Councilor Signe Lindell
Councilor Jamie Cassutt
Councilor Pilar Faulkner
Councilor Lee Garcia

MEMBERS EXCUSED

OTHER PARTICIPANTS ATTENDING
Emily Oster, Director, Finance Department

3. Approval of Agenda

MOTION A motion was made by Councilor Cassutt, seconded by Councilor Faulkner, to Amend.

VOTE The motion Passed on a voice vote.

Item r to be removed from Agenda.

4. Approval of Consent Agenda

MOTION A motion was made by Councilor Cassutt, seconded by Councilor Faulkner, to Approve.

VOTE The motion Passed on a voice vote.

No items were pulled for discussion.

5. Presentations

   a. Finance Department Staff Recognition. (Emily K. Oster, Finance Director; ekoster@santafenm.gov)

b. Month-End and Year-End Close Internal Audit. (Chelsea Ritchie, Baker Tilly; chelsea.ritchie@bakertilly.com)

6. Action Items: Consent Agenda

a. Request for Approval of the October 27, 2025, Finance Committee Meeting Minutes. (Emily K. Oster, Finance Director; ekoster@santafenm.gov)

Committee Review:
Finance Committee: 11/10/2025

Approved on Consent.

b. Request for Approval of Amendment No. 1 to Item #25-0233 with Carr, Riggs and Ingram, LLC to Allow the City of Santa Fe to Submit Separate Financial and Single Audit Reports. (Emily K. Oster, Finance Director; ekoster@santafenm.gov and Matthew Bonifer, Accounting Officer; mtbonifer@santafenm.gov)

Committee Review:
Finance Committee: 11/10/2025
Governing Body: 11/12/2025

Approved on Consent.

c. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $1,000,000 from Available General Fund Balance to FY26 Parks and Open Space WIP Construction for Shelby Pedestrian Bridge Replacement. (Scott Overlie, PW Project Manager III; saoverlie@santafenm.gov)

Committee Review:
Finance Committee: 11/10/2025
Governing Body: 11/12/2025

Approved on Consent.

d. Request for Approval of the 2023 Hazardous Mitigation Grant Program Sub-Grant Agreement DR-4652-0041-NM with the New Mexico Department of Homeland Security and Emergency Management for the Cerro Gordo Culvert Improvements Design Project in the Total Amount of $797,143.90 through May 14, 2028. (Kyle Morgan, Interim Director Office of Emergency Management; klmorgan@santafenm.gov.)

1. Request for Approval of a Budget Amendment Resolution (BAR) to Appropriate $607,173 from the Grant and $189, 971 from Stormwater Utility Funds to WIP Design and Professional Contracts.

Committee Review:
Public Works and Utilities Committee: 11/03/2025
Finance Committee: 11/10/2025

Governing Body: 11/12/2025

Approved on Consent.

e. Request for Approval of Capital Appropriation Grant Agreement with New Mexico Department of Finance and Administration for Project 25-J3153 Improvements to the Genoveva Chavez Community Center in the Total Amount of $100,000 with a Reversion Date of June 30, 2029. (Sam Burnett, Facilities Division Director; jsburnett@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $99,000 to FY26 Revenue and Facilities WIP Construction for Improvements to the Genoveva Chavez Community Center.

Committee Review:
Public Works and Utilities Committee: 11/03/2025
Finance Committee: 11/10/2025
Governing Body: 11/12/2025

Approved on Consent.

f. Request for Approval of a Budget Amendment Resolution (BAR) from Water and Wastewater Enterprise Cash Balances in the Total Amount of $176,549 to Fund Operator Certification Level-Based Retention Incentive Pilot Program. (Jonathan Montoya, Interim Water Division Director; jmmontoya@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 11/03/2025
Finance Committee: 11/10/2025
Governing Body: 11/12/2025

Approved on Consent.

g. Request for Approval of Amendment No. 1 to Small Enterprise Agreement Item #22-0583 with Environmental Systems Research Institute, Inc. to Increase the Compensation by $270,900 for a New Total of $435,900 and to Extend the Termination Date to December 31, 2028, to Support Citywide Mapping Needs for Public Works, 911 Addressing, City Events, Utilities, and Land Use. (Eric Candelaria, ITT Director; edcandelaria@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 11/03/2025
Finance Committee: 11/10/2025
Governing Body: 11/12/2025

Approved on Consent.

h. Request for Approval of a Memorandum of Agreement (MOA) with New Mexico Health Care Authority in the Total Amount of $833,228.51 to Facilitate

an Inter-Governmental Transfer of Funds for the Purpose of Participation in the NM Ambulance Supplemental Payment Program through June 30, 2026. (Brian Moya, Fire Chief; bjmoya@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $833,229 from the MOA to Miscellaneous Expenses to Fund the Ambulance Supplemental Payment Program.

Committee Review:
Public Works and Utilities Committee: 11/03/2025
Finance Committee: 11/10/2025
Governing Body: 11/12/2025

Approved on Consent.

i. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $100,000 from Grant Proceeds Awarded to Fire Department from the New Mexico Department of Health, Pursuant to the Emergency Medical Services Fund Act and Rules 7.27.4 NMAC.(Brian Moya, Fire Chief; bjmoya@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 11/03/2025
Finance Committee: 11/10/2025
Governing Body: 11/12/2025

Approved on Consent.

j. Request for Approval of a Lease Agreement with Wolf and Mermaid Enterprises, LLC to Operate the Kitchen in the Terminal at Santa Fe Regional Airport In the Total Amount of $10,600.50 for the First Year for an Initial Term of Five Years with Two Option Terms of Five Years Each. (Jimmy Gunn, Airport Manager; jdgunn@santafenm.gov, and Terry Lease, Asset Development Manager; tjlease@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 11/03/2025
Finance Committee: 11/10/2025
Governing Body: 11/12/2025

Approved on Consent.

k. Request for Approval of the Purchase of One Automated Side-Loading Collection Vehicle in the Total Amount of $372,062.47, Excluding NMGRT with Pete’s Equipment Repair, Inc. (Martin Valdez, ESD Fleet Manager; mjvaldez@santafenm.gov)

Committee Review:
Quality of Life Committee: 11/05/2025

Finance Committee: 11/10/2025
Governing Body: 11/12/2025

Approved on Consent.

l. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $1,613,334 to Re-Appropriate Unused Funding from the Affordable Housing Trust Fund FY25 Budget to FY26 Affordable Housing Trust Fund. (Faviola Chavez, Director of Office of Affordable Housing; fachavez@santafenm.gov)

Committee Review:
Quality of Life Committee: 11/05/2025
Finance Committee: 11/10/2025
Governing Body: 11/12/2025

Approved on Consent.

m. Request for Approval of Amendment No. 6 to Item #19-0872, Amended and Restated Lease Agreement with Santa Fe Recovery Center to Reduce the Size of the Premises and Extend the Term to January 15, 2026, to Occupy City Owned Buildings Located at 1600 St. Michael's Drive. (Terry Lease, Asset Development Manager; tjlease@santafenm.gov)

Committee Review:
Quality of Life Committee: 11/05/2025
Finance Committee: 11/10/2025
Governing Body: 11/12/2025

Approved on Consent.

n. Request for Approval of a Lease Agreement with Deere Credit, Inc./John Deere Financial for a Motor Grader for Streets Maintenance in the Total Amount of $365,798 Including NMGRT for a Five Year Term Ending September 2030. (Marcos Esquibel, Interim Complete Streets Director; mpesquibel@santafenm.gov)

Committee Review
Finance Committee: 11/10/2025
Governing Body, Discussion Agenda: 11/12/2025

Approved on Consent.

o. CONSIDERATION OF RESOLUTION NO. 2025-____. (Councilor Amanda Chavez and Councilor Jamie Cassutt)
A Resolution Authorizing City of Santa Fe Representatives and Agents to Sign Agreements and Requests for Payment Regarding New Mexico Department of Transportation, Appropriation ID Number J3296, Control Number C5253296, to Acquire Rights of Way for and to Plan, Design, and Construct Improvements to Rufina Street and Lopez Lane Intersection and Accepting Responsibility for the Project. (Regina Wheeler, Public Works Department Director;

rawheeler@santafenm.gov)

Committee Review:
Governing Body (Introduced): 10/29/2025
Public Works and Utilities Committee: 11/03/2025
Finance Committee: 11/10/2025
Governing Body: 11/12/2025

Approved on Consent.

p. CONSIDERATION OF RESOLUTION NO. 2025-____. (Councilor Amanda Chavez and Councilor Jamie Cassutt)
A Resolution Authorizing City of Santa Fe Representative and Agents to Sign Agreements and Requests for Payment Regarding New Mexico Department of Transportation, Appropriation ID Number I3319, Control Number C5243319, to Acquire Rights of Way for and to Plan, Design, Construct Improvements to Rufina Street and Lopez Lane Intersection and Accepting Responsibility for the Project. (Regina Wheeler, Public Works Department Director; rawheeler@santafenm.gov)

Committee Review:
Governing Body (Introduced): 10/29/2025
Public Works and Utilities Committee: 11/03/2025
Finance Committee: 11/10/2025
Governing Body: 11/12/2025

Approved on Consent.

q. CONSIDERATION OF RESOLUTION NO. 2025-____. (Mayor Alan Webber, Councilor Jamie Cassutt, and Councilor Pilar Faulkner)
A Resolution Requiring a “Micro Community” in Every City of Santa Fe Council District by January 1, 2027, or, if that Timeline is not met, A Presentation explaining the Barriers to Meeting the Timeline and Recommending How and When the Goal of a Micro Community in Every District Can Be Achieved. (Henri Hammond-Paul, Community Health and Safety Director; hmhammondpaul@santafenm.gov)

Committee Review:
Governing Body (Introduced): 09/24/2025
Quality of Life Committee: 10/01/2025
Finance Committee: 10/27/2025
Governing Body: 10/29/2025 (**POSTPONED TO GOVERNING BODY 11/12/2025 & REFERRED BACK TO COMMITTEE**)
Public Works and Utilities Committee: 11/03/2025
Quality of Life Committee: 11/05/2025
Finance Committee: 11/10/2025
Governing Body: 11/12/2025

Approved on Consent.

r. CONSIDERATION OF RESOLUTION NO. 2025-____. (Mayor Alan Webber)
A Resolution Establishing the City of Santa Fe's Priorities for Consideration by the New Mexico State Legislature During the 57th Legislature – State of New Mexico – Second Session, 2026. (Marci Eannarino, Legislation and Policy Innovation Manager; maeannario@santafenm.gov and Christine Spiers, Legislative Assistant; cmspiers@santafenm.gov)

Committee Review:
Governing Body (Introduced): 11/12/1025
Public Works and Utilities Committee: 12/01/2025
Quality of Life Committee: 12/03/2025
Finance Committee: 12/08/2025
Governing Body: 12/10/2025

Approved on Consent.

7. Action Items: Discussion Agenda

8. Matters from Staff

9. Matters from the Committee

10. Matters from the Chair

11. Next Meeting: Monday, December 08, 2025

12. Adjourn

Meeting Adjourned at 5:29 P.M.

ERMINIA TAPIA
_____ _____
Liaison Chair

CITY OF SANTA FE

The Purchasing Memo

Date: November 18, 2025

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

From: Destiny Duran, Administrative Manager

Via: Raymond Scott Gunter, Procurement Manager

Subject: WEX, Sourcewell Master Agreement

Vendor Name: WEX Bank DBA Wright Express

Munis Vendor Number: 4329

ITEM AND ISSUE:

Finance Department respectfully requests your review and approval of a General Services Contract in the total amount of $9,600,000.00 excluding GRT for WEX Fuel Cards. The amount of this contract shall be evaluated at the end of each contract year.

The term of this Agreement shall be for four (4) years from the effective date. All parties may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement, including extensions, shall not exceed seven (7) years from the original effective date. With WEX Bank DBA Wright Express.

+

CONTRACT NUMBER:

TBD

BACKGROUND AND SUMMARY:

The City seeks to enter into a new agreement with WEX through the Sourcewell Cooperative Contract (WEX Bank Master Agreement No. 030625) to continue providing fuel card and fleet fuel management services for City vehicles and equipment. This allows the City uninterrupted access to fuel services which are essential for ongoing operations across City departments.

The agreement provides continued access to monitored fuel cards assigned to vehicles and authorized employees, usage tracking and reporting tools, potential rebate opportunities, and secure purchasing through Driver Identification Numbers (DIN). All program details, card protocols, and administrative requirements are outlined in the City's WEX Fuel Policy 2100-4-1.

Upon acceptance of invoices, payments will be processed in accordance with City financial procedures and the applicable cooperative contract terms.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Various

Munis Org Name/Number: Various

Munis Object Name/Number: Various

Budget Officer / Designee: Andy Hopkins **Date:** 11/19/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-135, Coop

Sourcewell processed a request for proposals (RFP) early in 2025. The proposal's due date was March 6, 2025 because of the RFP Sourcewell selected WEX Bank and established a cooperative contract that the City elected to use as the procurement method.

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

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ **Yes** | ☒ **No**

Vehicles included? ☐ **Yes** | ☒ **No**

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

Is this an externally funded purchase? ☐ **Yes** | ☒ **No**

Is this a Capital Asset or Project? ☐ **Yes** | ☒ **No**

ATTACHMENTS:

Horizons Services List
CPO Service Determination Email
Procurement document: Coop Master Agreement
Certificate of Liability Insurance (COI) (add City as an additional insured, project specifics, contact person, and primary project location)
Participating Addendum to be used as the City's contract

Sourcewell Master Agreement #: 030625-WEX

Munis Contract #: _____

Item #: _____

City of Santa Fe Addendum

This Agreement serves as a linking agreement between WEX Bank ("Contractor") and the City of Santa Fe ("City"). It incorporates the additional terms and conditions necessary to allow the City to utilize the WEX Bank Master Agreement No. 030625, executed and issued by Sourcewell on August 13, 2025 ("Master Agreement").

WHEREAS, the parties desire to continue the program previously established under Sourcewell Master Agreement No. 080620-WEX, and to continue services begun under Sourcewell Master Agreement No. 080620-WEX and Sourcewell Master Agreement No. 030625-WEX in order to maintain a valid procurement method.

TERM

The term of this Agreement shall be for four (4) years from the effective date. All parties may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement, including extensions, shall not exceed seven (7) years from the original effective date. Notwithstanding the foregoing, this Agreement shall automatically terminate upon the expiration or termination, for any reason, of the Master Agreement. Such termination shall be effective as of the effective date of termination or expiration of the Master Agreement. Prior to such termination, the parties agree to engage in good faith negotiations to link this Agreement to another Sourcewell master agreement. This Agreement shall at no time exceed the general services contract term allowance set forth in NMSA 1978, Section 13-1-150.

SCOPE OF PRODUCTS AND SERVICES

The City of Santa Fe may purchase any products, equipment, supplies, and services made available under the WEX Bank Master Agreement No. 030625, as issued by Sourcewell, together with any amendments, attachments, or addenda thereto. All purchases shall be in accordance with the terms, conditions, and pricing established in the Master Agreement.

PRICING AND COMPENSATION

Compensation under this Agreement shall not exceed two million four hundred thousand dollars ($2,400,000) in the first fiscal year and an estimated total compensation of $9,600,000.00 excluding gross receipts tax For all subsequent fiscal years, compensation shall be subject to annual budget appropriation and based on actual utilization under this Agreement.

The City's payment obligations are contingent upon budgeted funds being available for the purposes of this Agreement. Notwithstanding the foregoing, the City shall be responsible for all charges made on its fleet Cards issued by Contractor. The City shall make best efforts to remit payment of invoices in advance of the standard due date in order to realize rebates and incentives available under the applicable rebate structure in the Master Agreement.

TERMINATION

This Agreement may be terminated by the City upon thirty (30) days' written notice to the Contractor.

NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City 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. Notwithstanding the foregoing, and for the avoidance of doubt, this section shall not be construed to limit the City's responsibility to pay for purchases made using its Cards under this Agreement. Notwithstanding the foregoing, this section shall not be construed to limit City's responsibility to pay for purchases made using its Cards under this Agreement.

APPLICABLE LAW; CHOICE OF LAW; VENUE

The Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules, and regulations applicable to the Contractor of the City of Santa Fe.

In any action, suit, or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

ORDER OF PRECEDENCE

In the event of a conflict between the terms of this Agreement and any other incorporated document, the following order of precedence shall govern:

1. This Agreement, including the City's required provisions;
2. The WEX Bank / Sourcewell Master Agreement No. 030625, together with its attachments and amendments;
3. Any Contractor-provided documents, rate sheets, or proposals.

APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for performance of this Agreement. If sufficient appropriations and authorization are not made by the City, the City shall immediately stop using Cards issued under this Agreement to make purchases, and this Agreement shall terminate upon written notice given by the City to the Contractor.

INSURANCE

The Contractor shall maintain general liability insurance throughout the term of this Agreement consistent with the requirements of the Master Agreement.

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

CITY OF SANTA FE:

_____

ALAN WEBBER, MAYOR

WEX Bank:

Signed by:
Jason Price
EE6EEC720DFF478...

APPROVED

JASON PRICE, PRESIDENT

111 East Sego Lily Drive, Suite 250

Sandy, UT 84070

DATE: 11/6/2025

NMBTIN: 84-1425616

ATTEST:

_____

CITY CLERK

Approved to form and legal sufficiency by:

Marcos Martinez
Marcos Martinez (Nov 5, 2025 16:51:44 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

ADDENDUM TO THE FUEL CARD SERVICES AGREEMENT

BETWEEN WEX BANK AND SOURCEWELL

CREDIT INFORMATION

Participating Entity has requested a credit account pursuant to the Contract #030625 ("Agreement") entered into between Sourcewell ("Sourcewell") and WEX Bank ("WEX") and thereby creating the program ("Program") by which to enroll participants ("Participating Entity"). By enrolling in this Program, the Participating Entity named below agrees that in the event their account is not paid as agreed, WEX may report the undersigned's liability for and the status of the account to credit bureaus and others who may lawfully receive such information.

Participating Entity	Phone #	Fax#
City of Santa Fe	505-476-8949/505-955-6137	505-955-6745

Physical Address (Do not include PO Box) 200 LINCOLN AVENUE SANTA FE, NM 87501

Mailing Address (if different from physical address) 200 LINCOLN AVENUE SANTA FE, NM 87501

Sourcewell Member ID Number Contract # 030625-WEX	Participating Entity's Taxpayer ID # (TIN, FEIN or SSN)
97348	85-6000168
Non-Profit Only: SIC/Industry Code (*e.g.* 8399 Social Services; 6732 Education, Charitable Trusts; Other) MUNICIPALITY	If Participating Entity is a Non-Profit Provide Gross Annual Revenue MUNICIPALITY

In Business Since (yyyy)	Year of Incorporation (yyyy)	Number of Vehicles	Avg Monthly Fuel Expenditures	Avg Monthly Service Expenditures
N/A	N/A	~1100	$200,000	$5000

ACCOUNT SETUP INFORMATION

Write Participating Entity name as you wish it to appear on cards. Limit of 20 characters & spaces. Unless specified, no Participating Entity name will appear on cards.

C I T Y ☐ O F ☐ S A N T A ☐ F E ☐ ☐ ☐ ☐

Billing Contact Name RAYMOND 'SCOTT' GUNTER

Billing Address 200 LINCOLN AVENUE SANTA FE, NM 87501

Designate the Participating Entity Fleet Contact authorized to receive all charge cards, reports, and other such information we provide from time to time and to take actions with respect to your account and account access. This is also the person designated by your company to provide all fleet vehicles, driver and other information we may request.

Participating Entity Authorized Fleet Contact Name	Title	Phone #	Fax #
RAYMOND 'SCOTT' GUNTER	PROCUREMENT MANAGER	505-476-8949	505-955-6745

Email address (required to take advantage of product type card controls) RSGUNTER@SANTAFENM.GOV

☒ Check here if Participating Entity is exempt from motor fuels tax

TERMS

DEFINITIONS:

"Agreement" means: the Contract #030625 effective August 13, 2025 (the "Agreement") between the Sourcewell and WEX Bank.

"Participating Entity" shall mean the Participating Entity as defined in the Agreement permitted to purchase services under the Agreement, as specified in the Credit Information above.
All other capitalized terms used in this Addendum without definition have the meanings set forth in the Agreement.
AGREEMENTS OF WEX BANK AND PARTICIPATING ENTITY:

1.This Addendum ("Addendum") is to allow the Participating Entity to participate under the Agreement between WEX and Sourcewell. It does not modify, amend or change the Agreement in any way.

2. Participating Entity represents that it is authorized or allowed by the laws of its home state to enter into this Addendum and to participate under the Agreement.

3. Participating Entity hereby requests the services of WEX described in the Agreement and agrees to perform all duties required under the Agreement, including, without limitation, timely payment of all charges (including any additional fees) on its account(s). Participating Entity agrees to be bound by the terms and conditions of the Agreement, including, without limitation, rules for authorized and unauthorized use of cards, disputes of charges, reporting lost and stolen cards, and all other rules and provisions relating to use of Participating Entity's account.

4. Participating Entity acknowledges that its failure to make timely payment in accordance with the terms of the Agreement, or for government entities subject to a Prompt Payment Act, may result in suspension or cancellation of the account(s).

5. WEX Bank shall pay financial incentives in accordance with the terms and conditions set forth in the Agreement.

6. Participating Entity agrees that it will be bound by any amendment to the Agreement, executed by the Sourcewell and WEX BANK, as long as Participating Entity has been provided a copy of the amendment. Participating Entity agrees that it will submit any additional information and/or complete any additional forms or documentation required by the Agreement or any amendment to the Agreement.

REBATE: You may be offered discounts and/or rebates by participating under this Agreement from time to time. Such discounts and/or rebates may be suspended, modified, or discontinued at any time without prior notice and may not be applicable to all fuel types. In addition, certain conditions in order to earn or receive the rebate or discount such as, but not limited to, maintaining your account in good standing will apply and be provided to you when such offers are made.
INFORMATION SHARING DISCLOSURE: Information regarding Participating Entity transactions may be provided to Sourcewell accepting merchants or their service providers.
COMPLIANCE WITH FEDERAL LAW: WEX Bank complies with federal law which requires all financial institutions to obtain, verify, and record information that Identifies each company or person who opens an account. What this means for Participating Entity: when you open an account, we will ask for your name, Address, date of birth, and other information that allow us to identify you. We may ask to see your driver's license or other identifying documents for your Business.
DISCLAIMER: **THIS IS AN APPLICATION FOR SERVICES AND SHALL NOT BE BINDING UPON WEX UNTIL FINAL CREDIT APPROVAL HAS BEEN GRANTED BY WEX.**

Any person signing on behalf of the Participating Entity has been duly authorized by all necessary action of Participating Entity's governing body, and that the undersigned is authorized to make this application and accept the terms referenced herein on behalf of the Participating Entity.

Signature: _____ Print Name: _____

Title: _____ Date: _____

Complete and sign Addendum. Fax to 1-866-527-8873 OR Email to tanya.watson@wexinc.com

FOR OFFICE USE ONLY	Oppty Number	Sales Code 10902003	Plastic Type SOURCEWELL	Coupon Code	Account Number 04

Certificate Of Completion

Envelope Id: 3D8C75E6-7C77-4B40-B884-E6F6944A5B30 Status: Completed

Subject: Complete with Docusign: City of Santa Fe , NM_WEX Bank_Addendum under Sourcewell #030625 Final...

PermissibleUse-appID:
PermissibleUse-conID:
BOE-appID:
BOE-boeID:
BOE-boRecType:
BOE-conID:
BOE-cpRecType:
PersonalGuarantor-appID:
PersonalGuarantor-conID:
DailyDirectDebit3-appID:
DailyDirectDebit3-feID:
MonthlyDirectDebit3-appID:
MonthlyDirectDebit3-feID:
MonthlyDirectDebit4-appID:
MonthlyDirectDebit4-feID:
WeeklyDirectDebit6-appID:
WeeklyDirectDebit6-feID:
DailyDirectDebit4-appID:
DailyDirectDebit4-feID:
Source Envelope:

Document Pages: 6 Signatures: 1 Envelope Originator:
Certificate Pages: 5 Initials: 0 Eleanor Duffus
AutoNav: Enabled 97 Darling Ave
EnvelopeId Stamping: Disabled South Portland, ME 04106
Time Zone: (UTC-05:00) Eastern Time (US & Canada) eleanor.duffus@wexinc.com
IP Address: 128.77.42.227

Record Tracking

Status: Original Holder: Eleanor Duffus Location: DocuSign
11/6/2025 5:33:09 PM eleanor.duffus@wexinc.com

Signer Events	Signature	Timestamp
Jason Price bank.signatures@wexinc.com President Security Level: Email, Account Authentication (None)	Signed by:  EE6EEC720DFF478... Signature Adoption: Pre-selected Style Using IP Address: 169.224.184.208	Sent: 11/6/2025 5:36:52 PM Viewed: 11/6/2025 7:11:51 PM Signed: 11/6/2025 7:11:58 PM

Electronic Record and Signature Disclosure:
Accepted: 10/6/2022 2:03:57 PM
ID: 33c3574d-9bb0-4076-9646-0cc803ff826c

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Dena Nafus dena.nafus@wexinc.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 10/7/2022 11:41:32 AM ID: 1d9db9f7-206b-4ee9-b739-4c4b4c38a2fc	COPIED	Sent: 11/6/2025 5:36:53 PM
Tanya Watson tanya.watson@wexinc.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 11/6/2025 5:36:53 PM Viewed: 11/7/2025 6:03:14 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/6/2025 5:36:54 PM
Certified Delivered	Security Checked	11/6/2025 7:11:51 PM
Signing Complete	Security Checked	11/6/2025 7:11:58 PM
Completed	Security Checked	11/6/2025 7:11:58 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, WEX - iCertis (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact WEX - iCertis:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: claire.gallacher@wexinc.com

To advise WEX - iCertis of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at claire.gallacher@wexinc.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from WEX - iCertis

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to claire.gallacher@wexinc.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with WEX - iCertis

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to claire.gallacher@wexinc.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify WEX - iCertis as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by WEX - iCertis during the course of your relationship with WEX - iCertis.

Services Offered to the City of Santa Fe (FY26)

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

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

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

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

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

From: DUTTON-LEYDA, TRAVIS K.
To: TAPIA, ERMINIA M.; OSTER, EMILY K.; GUNTER, RAYMOND S.; DURAN, DESTINY C.
Subject: RE: WEX contract
Date: Monday, November 17, 2025 4:20:20 PM
Attachments: image001.png
image005.png
image006.png

Hi Erminia, I believe I provided one and here's another so you can move forward.

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

- Save this email as a PDF and upload it into the corresponding packet and Munis records.
- Check with WorkQuest dba Horizons of New Mexico (vendor # 8673) (mloehman@horizonsofnewmexico.org) ***if*** this service appears on their approved list.
- If your request includes anything that needs to be reviewed and preapproved by another City Department/Division, please send the same SOW to the corresponding email address and include their response in your packet/Munis.
- If your request includes anything that needs to be reviewed and preapproved by another City Department/Division, please send the same SOW to the corresponding email address and include their response in your packet/Munis.
    - Treasury (Point of Sale Systems) – questions: drsena@santafenm.gov; clromero@santafenm.gov. Request signature from: clromero@santafenm.gov
    - IT components (everything IT) – questions: ereview@santafenm.gov. Request signature from: edcandelaria@santafenm.gov;
      Copy: zxdushdurova@santafenm.gov; lenobes@santafenm.gov; lfworstell@santafenm.gov
    - Vehicles – questions: fleet@santafenm.gov. Request signature from: dmjaramillo@santafenm.gov
    - Grants – questions: grants@santafenm.gov. Request signature from: evlujan@santafenm.gov
    - Construction, Facilities, Furniture, Fixtures, Equipment, etc. – questions: fmdreview@santafenm.gov. Request signature from: jsburnett@santafenm.gov
    - Emergency Related Purchases – questions oem@santafenm.govand. Request signature from: klmorgan@santafenm.gov
    - Asset over $5k – questions: accountspayable@santafenm.gov. Request signature from: jxbolden@santafenm.gov
- Ensure that the current and appropriate templates and forms are used, they can be found on the

intranet https://intranet.santafenm.gov/finance_1 and OpenGov https://procurement.opengov.com/governments/1784201/projects and documented procedures/laws/rules are followed.

- > $20k per year, when processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails.
- If you are processing a procurement where the forecasted amount is =/> $60k, per NMSA 1978, Section 13-1-102, the procurement method must be ITB (if you choose not to use a cooperative or an existing contract). If you feel you need to process an RFP, you must get an Authorization and Plan approved before you process.
- < $20k per year, one quote is acceptable.
- From $20k to $60k per year, if you aren't using a cooperative or existing contract, you must provide 3 quotes in your req. Must use the Munis Bid Module, OpenGov, or Pavilion.
- **Identify your funding source and notify Purchasing.**
  It's essential to determine the funding source early, as it impacts the required documentation and contract language. For example, if federal funds are being used, specific federal provisions must be included in both the procurement request and the resulting contract. Notifying Purchasing of the funding source upfront ensures compliance and avoids delays.
- Follow the link below to review existing price agreements, contracts, or cooperative agreements that might be applicable to this request. You might be able to use an existing price agreement/contract to save time and money.
- Pavilion: Free Cooperative Contract Search for Governments (please work with Purchasing if you think you found an existing or cooperative contract that might work)
- Submit via **Submit Purchase Requests** or the appropriate email address:
- Determination requests to purchasing_det@santafenm.gov
- All other requests to purchasing@santafenm.gov

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

Book time to meet with me

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

Vendor Registration Sites and Current Procurement Opportunities:
[Current for Finances Only] https://santafenm.munisselfservice.com/vss/
[We Are Live With OpenGov] https://procurement.opengov.com/portal/santafenm
[Current] https://www.withpavilion.com/
Internal Link: https://intranet.santafenm.gov/central_purchasing_division_cpd

CITY OF SANTA FE
FINANCE

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

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From: TAPIA, ERMINIA M. <emtapia@santafenm.gov>
Sent: Monday, November 17, 2025 4:17 PM
To: OSTER, EMILY K. <ekoster@santafenm.gov>; GUNTER, RAYMOND S. <rsgunter@santafenm.gov>; DURAN, DESTINY C. <dcduran@santafenm.gov>
Cc: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Subject: RE: WEX contract

Do we have a new determination Travis? If not, please provide a new determination for WEX as Destiny is currently preparing the packet.

Erminia M. Tapia
Business Operations Manager
City of Santa Fe, Finance Department
200 Lincoln Avenue
Santa Fe, NM 87501
emtapia@santafenm.gov

CITY OF SANTA FE

From: OSTER, EMILY K. <ekoster@santafenm.gov>
Sent: Monday, November 17, 2025 10:11 AM
To: GUNTER, RAYMOND S. <rsgunter@santafenm.gov>; TAPIA, ERMINIA M. <emtapia@santafenm.gov>; DURAN, DESTINY C. <dcduran@santafenm.gov>
Cc: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Subject: RE: WEX contract

Hi All,

What's the status on the WEX contract? Will it be ready to go to Governing Body on 12/10? To make that meeting we need a finalized packet by 12/3.

If we don't make the December meeting the next opportunity won't be until late January. We really need to get this contract approved in December please.

Thank you,

Emily K. Oster, CPA, CGMA, CPO
Finance Director
City of Santa Fe
200 Lincoln Avenue

Santa Fe, NM 87501
C: 505-629-3411
ekoster@santafenm.gov
santafenm.gov

From: OSTER, EMILY K.
Sent: Tuesday, November 4, 2025 5:35 PM
To: GUNTER, RAYMOND S. <rsgunter@santafenm.gov>; TAPIA, ERMINIA M. <emtapia@santafenm.gov>; DURAN, DESTINY C. <dcduran@santafenm.gov>
Cc: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Subject: WEX contract

Hi All,

I understand that the WEX contract is currently with the vendor for signature. The point of contract is Tanya Watson.

This is a Finance contract. When it comes back in with the vendor's signature we need to make sure that the packet gets submitted to Purchasing and then placed on the appropriate Committee and Governing Body agendas. The last opportunity this calendar year will be the December meetings.

It is my understanding that Scott will be included on the distribution list when Tanya sends the contract with the WEX signature. I would like Destiny to work with Scott to prepare the packet and submit it to Purchasing, and then put it on the agendas for December. This should only need to go to Finance and Governing Body.

Thanks,

Emily K. Oster, CPA, CGMA, CPO
Finance Director
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501
C: 505-629-3411
ekoster@santafenm.gov
santafenm.gov

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MASTER AGREEMENT # 030625
CATEGORY: Fleet Payment Solutions with Related Services
SUPPLIER: WEX Bank

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and WEX Bank, 111 East Sego Lily Drive, Suite 250, Sandy, UT 84070 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any eligible Participating Entity that can legally access the Included Solutions offered under this Agreement. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

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Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on June 27, 2029, unless it is cancelled or extended as defined in this Agreement.

   a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

   b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in (RFP #030625) to Participating Entities. In Scope solutions include:

   1. Sourcewell is seeking proposals for Fleet Payment Solutions with Related Services, such as:

      a. Payment solutions for fuel, oil, and fluids for vehicles, aircraft, and watercraft, including gasoline, diesel fuel, alternative fuels, natural gas, propane, aviation fuel, lubricants, and fluids;

      b. Payment solutions for electric vehicle charging, station fees; and,

      c. Payment solutions for, vehicle, aircraft, and watercraft-related maintenance, repairs, supplies and services, including oil changes, tire repair, replacement, alignment and balancing, replacement parts, emergency repairs, roadside assistance and towing services, wash or detail services, inspections and certification services, FBO or marina services, and related parts or supplies.

   2. In addition to the card, mobile application, digital, and virtual payment services identified in Section II. B. 1. a. – c. above (of the original published RFP), Proposer may include a complementary offering of services, including, but not limited to card issuance and replacement, account customization, transaction processing and payment settlement, transaction statement and reporting, fleet data analytics, integrated telematics, private-site fuel location payment or data services, digital and mobile applications, training, and technical and customer support.

8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

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9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations in the states in which the Included Solutions are sold.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or

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conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or

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contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further

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certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

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xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2:
Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

1) **Authorized Sellers**. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
   - Identify the applicable Sourcewell Agreement number;
   - Clearly specify the requested change;
   - Provide sufficient detail to justify the requested change;
   - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
   - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
   - Maintenance and management of this Agreement;
   - Timely response to all Sourcewell and Participating Entity inquiries; and
   - Participation in reviews with Sourcewell.

   Sourcewell's Authorized Representative is its Chief Procurement Officer.

4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, performance issues, supply chain issues, customer issues, and any other necessary information.

5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **Reporting Requirements.** Supplier must provide Sourcewell a sales activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

   The Report must contain the following fields:
   - Participating Entity Name (e.g., City of Staples Highway Department);
   - Participating Entity Physical Street Address;
   - Participating Entity City;
   - Participating Entity State/Province;
   - Participating Entity Zip/Postal Code;
   - Sourcewell Participating Entity Account Number;
   - Transaction Description;
   - Transaction Purchased Price;
   - Sourcewell Administrative Fee Applied; and
   - Date Transaction was invoiced/sale was recognized as revenue by Supplier.

   If collected by Supplier, the Report may, at Suppliers discretion, include the following fields as available:
   - Participating Entity Contact Name;
   - Participating Entity Contact Email Address;
   - Participating Entity Contact Telephone Number;

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7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to use commercially reasonable efforts to cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes limited to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

14) **Waiver.** Failure by either party to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

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15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** In the event of gross negligence or willful misconduct by Supplier, Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising directly from any grossly negligent act or omission by the Supplier, or willful misconduct by the Supplier in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

    Supplier's aggregate liability to Sourcewell and its Participating Entities pursuant to this Section 17 shall be limited to the sum of: (a) all fees paid by the relevant Participating Entity to Supplier under their participating agreement in the 12-month period prior to the date when the claim is made; plus (b) all other revenue earned by Supplier for all of the relevant Participating Entity's transactions made using the Supplier's charge cards in the 12 months prior to the date of any claim made. Additionally in no event will Supplier be liable for incidental, special, consequential, lost profits, lost business opportunities, or punitive damages.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**
    a) **During the term of this Agreement:**
        i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

        ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

    b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties'

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relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) **Use; Quality Control.**
   i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

   ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term within any transaction documents.

21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
   - $1,500,000 each occurrence Bodily Injury and Property Damage

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- $1,500,000 Personal and Advertising Injury
- $2,000,000 aggregate for products liability-completed operations
- $2,000,000 general aggregate

b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3:
Supplier Obligations to Participating Entities

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The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. The Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction, including but not limited to: relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement as agreed by the Supplier and the by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, liability, defense and indemnity, force majeure, and other material terms as mutually agreed. Additionally, Supplier may require Participating Entities to agree to the attached and Incorporated **WEX Account and Services Agreement and Participating Addendum**. Supplier acknowledges that some of the additional terms and conditions may need to be negotiated by a Participating Entity since the Participating Entity may not be legally permitted to agree to all terms. Any exceptions required by a Participating Entity shall

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be listed and mutually agreed to between Supplier and a Participating Entity under the State's Exception appendix of the **WEX Account and Services Agreement and Participating Addendum**.

7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell	WEX Bank
Signed by: Jeremy Schwartz C0FD2A139D06489...	Signed by: Jason Price EE6EEC720DFF478...
By: _____	By: _____
Jeremy Schwartz	Jason Price
Title: Chief Procurement Officer	Title: President and CEO WEX Bank
Date: 8/13/2025 | 12:39 PM CDT	Date: 8/12/2025
	APPROVED W441202 , 8/12/2025, 8:42:04 AM

RFP 030625 - Fleet Payment Solutions with Related Services

Vendor Details

Company Name:	WEX Bank
Does your company conduct business under any other name? If yes, please state:	Maine
Address:	111 East Sego Lily Drive Suite 250 Sandy, Utah 84070
Contact:	Brian Hough
Email:	brian.hough@wexinc.com
Phone:	701-371-0482
HST#:	84-1425616

Submission Details

Created On:	Thursday January 16, 2025 10:14:11
Submitted On:	Monday March 03, 2025 16:27:03
Submitted By:	Brian Hough
Email:	brian.hough@wexinc.com
Transaction #:	87f8bba4-bc39-4b54-a4a6-3f3cf1af6624
Submitter's IP Address:	147.243.203.233

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	WEX Bank	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	WEX Bank, a Utah industrial bank, is the contracting party and a wholly-owned subsidiary of WEX Inc. (NYSE: WEX), a Delaware corporation. Unless context dictates otherwise, WEX Bank and WEX Inc. are collectively referred to herein as WEX.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	WEX Bank Cage code: 3L5W9	*
5	Provide your NAICS code applicable to Solutions proposed.	522110	
6	Proposer Physical Address:	WEX Bank 111 East Sego Lily Drive, Suite 250 Sandy, UT 84070	*
7	Proposer website address (or addresses):	www.wexinc.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Jason Price, President and CEO, WEX Bank 111 East Sego Lily Drive, Suite 250 Sandy, UT 84070 Email: bank.signatures@wexinc.com Phone: (888) 842-0075	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Janet Parker, Strategic Relationship Manager 1 Hancock St Portland, ME 04101 Email: janet.parker@wexinc.com Phone: (207) 749-6176	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Chris McVetty, Director, Public Sector 1 Hancock St Portland, ME 04101 Email: chris.mcvetty@wexinc.com Phone: (207) 253-9053	*

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *	
11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	This response to RFP #030625: Fleet Payment Solutions with Related Services is presented by WEX Bank, a Utah Industrial Bank formerly known as Wright Express Financial Services Corporation. WEX Bank is a wholly-owned subsidiary of WEX Inc., a Delaware corporation formerly known as Wright Express Corporation. Unless context dictates otherwise, WEX Bank and WEX Inc. are collectively referred to herein as WEX.	

WEX is Sourcewell's current fleet card program administrator. Sourcewell customers have the option to purchase Telematics and other ancillary products through the WEX contract.

ABOUT WEX

WEX is the global commerce platform that simplifies the business of running a business. We have created a powerful ecosystem that offers seamlessly embedded, personalized solutions for our customers around the world. Through our rich data and specialized expertise in simplifying benefits, reimagining mobility, and paying and getting paid, we aim to make it easy for companies to overcome complexity and reach their full potential. Since 1983, our business has grown from approximately $3 million in revenue and 50 employees to $2.63 billion in revenue and roughly 6,500 global employees in 2024, with 22 million fleet cards in circulation. Leveraging our unique capabilities, WEX offers solutions that organizations use to drive efficiencies and manage risk.

FLEET AND MOBILITY SOLUTIONS

For over 40 years, we have built our proprietary closed-loop network that provides the ability to control purchases in the field, and delivers comprehensive information and analysis tools that allow effective, data-driven operational management and cost reduction.

We believe our key source of differentiation in the Mobility segment is the enhanced data and controls we provide fleet operators based on our proprietary closed loop payments network. This proprietary closed-loop network enables us to capture Level III data, deploy custom controls, and establish the economics between fleets and merchants. Our data and tools allow fleet owners and managers to control spend and limit fraud while optimizing their fleet operations.

WEX's program simplifies your mobility management and performance with superior card functionality, reporting, and customer service, including:

- Level III data capture on 99.8% of transactions made with the WEX Fleet Card for greater insight and fraud detection
- Nine levels of account hierarchy for flexible reporting and billing options
- Advanced card to Prompt ID number functions; ability to tie one card to one Prompt ID,
  etc.
- More flexible prompting options at point of sale
- Acceptance at 95% of U.S. retail fuel sites; expanded acceptance through virtual Mastercard technologies (WEXPay)
- Robust online reporting tools through WEXOnline; ability to schedule and share custom reports
- Ability to customize data fields and add GL codes for accounts, drivers, vehicles or cards
- Control over user access to the online system, with advanced administrative functions
- The WEX Fleet Plus card, a one-card solution that combines WEX's current closed loop fleet card product with enhanced acceptance via the Mastercard network for non-fuel, vehicle-related purchases, all managed under a single account with one line of credit.
- WEX EV, providing en-route, at-home, and depot charging services. You can use your WEX account for all fueling and charging transactions, and receive one integrated invoice and set of reports.
- Cutting-edge EV analytics, fleet optimization, and emissions reporting as part of WEX's Sourcewell contract with Sawatch Labs.
- Holistic, streamlined, simplified mobility solution encompassing fuel, EV charging and optimization, vehicle repair, analytics, telematics, and more.

PUBLIC SECTOR EXPERTISE

In addition to serving as Sourcewell's fleet card provider since 2011, WEX provides mobility solutions for 36 states (seven of these states are current Sourcewell customers), and has governmental and tax-exempt customers in all 50 states. Our State customers represent more than 811,000 cards

WEX also provides mobility services as a subcontractor to Citibank under the Federal Government's GSA SmartPay 3 Charge Card Program for 13 federal agencies, including the GSA Fleet, and the Departments of Homeland Security, Agriculture, State, Treasury, Commerce, Energy and Justice. These federal government customers have more than 315,000 cards.

In total, WEX services approximately 1.2 million tax-exempt cards.

We are an active member of the National Alliance of State and University Fleets

(NASUF) and continually attend educational seminars and focus groups to better understand the industry so we can meet and exceed the needs of our customers.

TAX EXEMPTION, REPORTING, AND RECOVERY PROGRAM

Federal Gasoline and Diesel Excise Tax-Exempt Program:

WEX will invoice net of all Federal excise taxes on gasoline and diesel, at the transaction level, regardless of merchant participation if you are qualified as tax-exempt.

State Sales, County and Local Taxes at Participating Merchants:

WEX currently offers eligible tax-exempt entities a comprehensive tax exemption and reporting program for applicable motor fuel transactions based on merchant participation. The program supports the following levels of tax:

- State Primary (Excise Tax)
- State Secondary (Sales Tax)
- State Special
- County Primary (Excise Tax)
- County Secondary (Sales Tax)
- County Special
- City Primary (Excise Tax)
- City Secondary (Sales Tax)
- City Special

Tax-exempt reporting shows:

- Exempted Tax, at the transaction level.
- Reported Tax, at the transaction level.
- Summary of tax types by product for both exempted and reported transactions.

State Sales Tax and County Tax at Non-Participating Merchants:

For fueling transactions with those fuel marketers that do not participate in the WEX tax-exempt program, but for which the fleet is eligible to receive tax exemption, WEX reports applicable taxes as “Reported Tax.” “Reported Tax” transactions list transactions and tax amounts that WEX does not exempt so the customer can file for exemption. Many customers use their WEXLink data file to aid in the recovery of taxes that could not be excluded through the tax-exempt program. Reporting shows:

- Exempted tax, by transaction.
- Reported tax, by transaction.
- Summary of tax types by product for both exempted and reported transactions.

Tax Exemption for Non-Fuel Purchases:

For non-fuel transactions, merchants may provide transactional data to WEX net of tax on a fleet-by-fleet basis at the merchants’ discretion. Drivers must supply the merchant with proper documentation of the organization’s tax-exempt status at the point of sale. The merchant will send the transaction to WEX, net of tax, for billing.

Qualification:

Any customer participating in this contract will be required to complete a certification process affirming its qualification to receive the tax exemption based upon the rules and criteria set by the appropriate taxing jurisdiction.

Required Data:

Tax Exemption processing requires that the merchant provide electronically to WEX the following data points:

- Account Number
- Account Name
- Type of Fuel
- Gallons
- Price per gallon
- Total gross sale

Exemptions may not apply to all transactions. For example, WEX is not able to exempt applicable fuel taxes on transactions that are provided with certain data elements that are missing and may be autocorrected. Taxing jurisdictions require documentation from the party providing the exemption of the type of fuel, gallons purchased, and price per gallon. There are occasions where the merchant is unable

		to provide all the required documentation, therefore these transactions will not go through our tax processing. However, if the fleet provides a copy of the sales receipt, we can repost these transactions and apply the applicable exemptions. CORE VALUES / BUSINESS PHILOSOPHY For information pertaining to governance (e.g., WEX's Code of Business Conduct and Ethics) please visit: https://ir.wexinc.com/governance/governance-documents/default.aspx For information outlining WEX's commitment to Corporate Sustainability, and Diversity, Equity, and Inclusion, please visit https://www.wexinc.com/about/wex-sustainability-report/?_gl=1*12qggqp*_gcl_au*MzczNjc2MTE0LjE3MzYyODAzNzY.*_ga*NzE4NzcwNDI2LjE2Nzg0NjMwMDc.*_ga_K3HRZM070M*MTczNzA1ODQ2OS4yMTAuMS4xNzM3MDU4NTMyLjYwLjAuMA.. For your convenience, we have attached our most recent Sustainability Report, which highlights our work in Environmental Stewardship, Environmental Innovation, Social Impact, People & Culture (e.g., DEI, talent attraction, leadership development), and Governance.	
12	What are your company's expectations in the event of an award?	WEX has been Sourcewell's fleet card vendor of choice since 2011. We welcome the opportunity to continue what we feel is a mutually beneficial relationship for Sourcewell, your members, and WEX. Currently, across all organizational levels of seven states and direct municipal accounts there are approximately 5,238 accounts using the WEX / Sourcewell contract. WEX will continue marketing our best-in-class fleet card program to Sourcewell's members. Remaining with WEX helps ensure that Sourcewell's members continue receiving our card program's comprehensive benefits, while avoiding potentially time-consuming and costly contract negotiation and implementation with a new provider.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	WEX's annual reports and proxy statements are publicly available via our investor page: https://ir.wexinc.com/financials/annual-reports-proxy-esg/default.aspx You may also view WEX's quarterly results here: https://ir.wexinc.com/financials/quarterly-results/default.aspx For your convenience, we have attached WEX's most recent annual report.	*
14	What is your US market share for the Solutions that you are proposing?	Although internal market share estimates are confidential, WEX's public sector expertise is unmatched in the marketplace, as we provide services for 36 states, have tax exempt customers in all 50 states, and provide fleet solutions as a subcontractor to Citibank under the Federal Government's GSA SmartPay 3 Charge Card Program for 13 federal agencies. In total, WEX services approximately 1.2 million tax exempt cards. Including our commercial and international accounts, we provide 19 million vehicles and 600,000 global fleet customers with exceptional service, payment security, and control	*
15	What is your Canadian market share for the Solutions that you are proposing?	The WEX card is currently accepted at 2,597 sites in Canada. This includes, but is not limited to, 1,457 Esso sites, 362 Circle K (Esso) sites, 213 Mobile sites, 131 Couche Tard (Esso) sites, 91 Canco Petroleum sites, 82 Shell Flying J sites, 72 Southwest Fuel sites, and 70 7-Eleven Canada sites. WEX has signed agreements with several additional Canadian merchants, which will add an additional 2,238 accepting locations from brands such as Parkland Fuel, Irving Oil, Pioneer Energy, and Wilsons Fuel.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	N/A - WEX has not petitioned for bankruptcy protection.	*

17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Service Provider. Our response details completely the services and products our organization provides. WEX provides most of the services for the requirements of this RFP. Our product and technology teams plan, develop, and roll out our industry-leading software solutions, and provide training and help with day-to-day issues. However, it makes smart business sense to partner with others for certain services. For example, our web hosting environments provide a level of security and environmental controls that would be cost-prohibitive to duplicate. Other areas are not part of our core business, which is why working with the best vendors in the industry is key to WEX's successful business model. WEX markets our services directly to fleets and to businesses. The sales and service delivery associates are employed by WEX. WEX does not utilize dealer networks to market, sell, or service the Sourcewell card program described throughout our response.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	WEX holds all required licenses and certifications. WEX Bank is a Utah industrial bank regulated by the FDIC. WEX Inc. is SOC and PCI-DSS compliant.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	N/A	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	The National Alliance of State and University Fleets (NASUF) recognized WEX with the Partner Excellence Award, which recognizes a corporate partner who has made an impact in the fleet community by demonstrating innovation in fleet management practices, collaborating with industry stakeholders to achieve mutual goals, promote best practices, and prove measurable outcomes or achievements through their efforts. Forbes recognized WEX as a Best Fleet Fuel Card Provider in 2024 Logistics and Transportation Review honored WEX in 2024 as a top 10 Fleet Management Solutions Provider and as a Fuel Cards and Fleet Management Company of the Year Newsweek selected WEX as a 2024 America's Greatest Workplaces with five out of five stars in the software and internet services category, while also recognizing WEX for its workplace efforts around: • Diversity, • Women, • Mental Wellbeing Named to U.S. News & World Report's 2024-2025 list of Best Companies to Work For, listing WEX among top companies in three categories: • Overall Companies • Professional Services Companies • Northeast Companies	*
21	What percentage of your sales are to the governmental sector in the past three years?	This information is considered proprietary and confidential. However, of our approximately 22 million cards currently in the market, roughly 1.2 million are public sector / tax exempt. This consists of 36 state contracts, including the existing Sourcewell contract (seven states and direct municipal accounts totaling 5,238 organizations). WEX is also a subcontractor to Citibank under the Federal Government's GSA SmartPay 3 Charge Card Program for 13 federal agencies.	*
22	What percentage of your sales are to the education sector in the past three years?	This information is considered proprietary and confidential.	*

23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	WEX currently provides services for 36 states, and has government / tax exempt customers in all 50 states. This business represents over 800,000 cards. WEX is currently Sourcewell's cooperative contract holder for fleet cards and administration. States currently on the Sourcewell contract include: - Arkansas - Iowa - Kansas - Massachusetts - Missouri - North Carolina - Rhode Island Additional state customers include: Alabama, Arizona, California, Colorado, Connecticut, Florida, Georgia, Idaho, Illinois, Indiana, Kentucky, Louisiana, Maine, Michigan, Minnesota, Montana, New Hampshire, New Mexico, New York, Oregon, Pennsylvania, South Carolina, Tennessee, Utah, Vermont, Washington, West Virginia, Wisconsin, and Wyoming. Of these states, some are direct WEX customers while others are part of our cooperative NASPO contract. WEX cannot share sales volume figures.	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	WEX has provided services (fleet card, private site, and telematics) as a subcontractor to Citibank since 2008 - under the Federal Government's GSA SmartPay 2 (2008 - 2018) and current SmartPay 3 Charge Card Program. This work encompasses 13 federal agencies, including the GSA Fleet, and the Departments of Homeland Security, Agriculture, State, Treasury, Commerce, Energy and Justice. These federal government customers have more than 315,000 cards. WEX cannot share sales volume figures.	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
State of North Carolina, Division of Motor Fleet Management	Robert Riddle – Fleet Director	(919) 857-4027	*
State of Georgia, Department of Administrative Services	Jazzmin Randall - Director, Office of Fleet Management	(404) 463-5458	*
Commonwealth of Pennsylvania, Bureau of Vehicle Management	Randall Tomlinson – Assistant Director	(717) 787-3162	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	

26	Sales force.	WEX directly employs all salesforce and account management assets working on the Sourcewell contract. WEX's card program offers acceptance in all 50 states, at more than 95% of retail fueling locations, all of which provide Level III data and best-in-class card controls for Sourcewell's membership organizations. Our ongoing, comprehensive strategy to public sector account management includes dedicated relationship and sales teams. Our holistic approach ensures that all eligible entities know they can take advantage of the overarching WEX/Sourcewell contract. We also create targeted marketing plans to support our public sector outreach, so eligible entities understand the program benefits and savings available to them. Communications are customized for each eligible public sector program, are disseminated via direct mail and email, and are structured around the specific contract provisions most relevant to each organization we target. We also provide a dedicated web page for those seeking additional information. Our marketing team uses mailing addresses provided by respective state agencies to identify eligible programs. Additionally, WEX's internal analytics team utilizes subscription-based databases to acquire contacts and conduct mailings. These tools enable us to maximize the effectiveness of the relationship, and ensure both parties benefit to the greatest extent possible. Our commitment to the Sourcewell relationship is evidenced by the contract's consistent performance, growing from 650 accounts and approximately $50 million in spend on over 14 million gallons in 2014 to 5,268 accounts and nearly $350 million in spend on over 105 million gallons in 2024. WEX has a fleet card sales force of a dozen representatives dispersed throughout the continental United States, all of whom are dedicated to selling our fleet card program and are full-time WEX employees. PUBLIC SECTOR RELATIONSHIP MANAGERS WEX has three Public Sector Relationship Managers - including Sourcewell's current relationship manager, Janet Parker - who focus on servicing and expanding the use of our largest public sector customers. Janet also ensures Sourcewell and your members maximize the value of our program by understanding organizational goals, providing on-point solutions and best practices for optimal savings, regular reviews of key performance indicators, sharing best practices, introducing new products, and tracking against established policies, goals and objectives. Janet also assists with problem resolution and escalation when necessary. Janet is located in Michigan, and will continue managing the account for the life of the contract. PUBLIC SECTOR ACCOUNT EXECUTIVES WEX directly employs two dedicated Public Sector Account Executives, located at our corporate headquarters in Portland, Maine, who pursue piggybacking opportunities with organizations eligible for the Sourcewell contract.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	N/A	*

28	Service force.	Janet Parker, your current Relationship Manager, will continue meeting with interested strategic members to review the card program, and communicate meaningful best-practices to Sourcewell members. CUSTOMER SERVICE DEPARTMENT WEX's customer-centered service philosophy places skilled, expert personnel at all levels of our organization to meet your needs. This tiered approach enables us to provide high levels of customer service, as well as strategic oversight to help businesses maximize the value of their card programs. The WEX Customer Service Department is available 24x7x365 to answer questions, handle lost or stolen card reports, order replacement cards, and authorize transactions for cardholders and Program Administrators. Station attendants can utilize an interactive voice response system (IVR) to obtain quick purchase authorization, while managers can check balances, credit limits, or make a payment. WEX employs a state-of-the-art call handling system featuring skill-based call routing, which ensures that our CSRs do not receive certain types of calls until they are fully trained to support them. We conduct a rigorous training and examination phase for all new CSRs, and provide continuous refresher training to experienced staff. For escalated issues, our Customer Service Representatives leverage on-call Subject Matter Experts (SMEs) as needed. PREMIUM FLEET SERVICES We understand that not all customer service needs are met by a standard call center approach. We have developed service teams within our Client Services division that have the flexibility and skills to deliver non-standard service and meet the unique needs of our large fleet customers. Premium Fleet Services (PFS) account managers are the primary day-to-day contact for Sourcewell's larger fleet customers. The PFS Account Manager ensures smooth program operation, and prompt problem resolution so you experience minimal disruption. The PFS Account Manager also helps create custom reporting that may not be easily accessible to fleet managers, ensuring that essential data is available for effective oversight. Your PFS Account Manager is available toll-free between the hours of 8 a.m. and 5 p.m. Eastern time, Monday through Friday. For escalated or immediate issues, PFS Account Managers are available via mobile device. Phone calls are returned within two business hours, and emails within 24 business hours. FRAUD SPECIALISTS WEX's experienced fraud professionals work with fleets, partners, merchants, and, when necessary, local and federal authorities to minimize fraud, misuse, and abuse of our fleet card programs. We take a three-pronged approach to mitigating inappropriate use of cards and card programs - prevention, detection, and management. The Fraud Team has an extensive network of industry contacts and association memberships to ensure they are on top of new trends and developments. STRATEGIC PORTFOLIO ANALYST (SPA) For eligible customers, WEX's proactive, service-oriented approach helps reduce payment delinquency. Our SPA team works with large customers to ensure accurate, on-time billing and payment. You are assigned a specific receivables specialist who serves as your primary point of contact, and works closely with the account manager. Your SPA specialist also ensures that your billing structure and payment methods work well for your business, and helps you get the most value from your card program. SPA specialists monitor payments on a daily basis and contact customers that have either not sent payment, or remitted a payment amount that does not match the amount due. Past due balances are resolved quickly, lessening the need for costly and time-consuming historical reconciliation and analysis.

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	The products WEX provides are largely not applicable to a traditional ordering process. Sourcewell customers apply for credit and are adjudicated by WEX Bank on their own merit. Assuming application approval and a successful implementation, fleet managers and other authorized personnel may order cards anytime 24/7 via WEXOnline, our online fleet administration portal, or by calling our Customer Service Department. For card ordering, WEX processes requests for new, lost, damaged, or stolen cards within one business day. WEX Cards can be delivered using the carrier specified by the customer (e.g., the U.S. Postal Service for free standard shipping, or FedEx for expedited orders). Standard orders typically arrive in five - seven business days. For expedited shipping, you may use your own shipping account, or be charged a fee.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	WEX's customer-centered service philosophy places skilled, expert personnel at all levels of our organization to meet your needs. This tiered approach enables us to provide high levels of customer service, as well as strategic oversight to help businesses maximize the value of their card programs. The WEX Customer Service Department is available 24x7x365 to answer questions, handle lost or stolen card reports, order replacement cards, and authorize transactions for cardholders and Program Administrators. Station attendants can utilize an interactive voice response system (IVR) to obtain quick purchase authorization, while managers can check balances, credit limits, or make a payment. Additionally, WEX Customer Service has limited bilingual Spanish/English and French/English staff. When a bilingual agent is not available, translation services are utilized which provide services in 100+ languages. SKILL-BASED CALL ROUTING SYSTEM WEX employs a state-of-the-art call handling system featuring skill-based call routing, which ensures that our CSRs do not receive certain types of calls until they are fully trained to support them. We conduct a rigorous training and examination phase for all new CSRs, and provide continuous refresher training to experienced staff. Only upon successful completion of the training program are CSRs allowed to field customer calls, ensuring their ability to provide best-in-class service. Experienced CSRs and team leaders monitor new staff responses to assure quality and program performance. CUSTOMER SATISFACTION Customer Satisfaction is the bottom line for any service organization and WEX has developed high standards for customer interaction. We set our standards for customer service by benchmarking against other card-based call centers, and then strive to exceed those standards with each call. Measured metrics (with most recent data) include: - Quality Assurance (97.18%) - Average speed to answer (1 minute 18 seconds) - Time to abandon (6 minutes 07 seconds) - Abandonment rate (5.00%) - Talk time (5 minutes 08 seconds) - After-call work (15 minutes) - Handle time (5 minutes 33 seconds) - Email response time (77.3 hours) WEX surveys our customers to gain insight into your experience, and receive consistently high marks. Additionally, we record all of our calls and evaluate trends using speech analytic technology. This provides us with rich, real-time "voice of the customer" information that enhances our training programs and informs our product development activities. CUSTOMER SERVICE MANAGEMENT At WEX, our management and staff are tasked with improving our service offering's effectiveness. Our charge is to maximize resources while creating and maintaining a balance between work expectations and personal lives. Keeping first line customer service representatives (CSRs) invigorated and available to handle the next call requires support from an extended team of specialists to help with complex issues and ensure optimal staffing during peak call hours. - Customer Service Managers lead the contact center, and maintain all KPIs and quality standards. Each team consists of 15 - 25 CSRs who receive daily performance reports, regular one-to-one meetings, monthly team meetings, and need-based coaching. The management team also reports and resolves technical and escalated issues, contributes insights to partners, and drives technical and process enhancements.	*

		- The Workforce Management Team oversees daily que management and service levels attainment. The team also provides daily, monthly, and ad hoc reporting for the call center. They produce resource forecasts and manage associate scheduling to optimize the customer experience. - The Learning and Development Team provides initial and ongoing training for all CSRs through a blend of intense learning modules which harness adult-learning best-practices and incorporate facilitation, practical application, assessment, and remediation. - Quality Assurance Associates review and score a cross section of each CSR's monthly customer interactions to ensure account security, procedural compliance, and customer experience. Each CSR and their Team Leader receives monthly scorecards, and real-time alerts to identify and remediate coaching opportunities. - Customer Service Mentors are the contact center's service experts, and support service representatives with calls that require additional research or specialized knowledge. Mentors also schedule coaching sessions as assigned by leadership. The goal is to resolve issues in one call, provide an immediate response, and ensure knowledge transfer to continually improve accuracy and customer experience. PREMIUM FLEET EMERGENCY RESPONSE WEX recognizes the critical importance of maintaining available fuel supplies for essential and public sector vehicles during natural disasters, threats to national security, and military mobilization, and is prepared to support the needs of Sourcewell's qualifying Premium Fleet Service customers in such instances. We are proud to be an integral part in our customers' ability to maintain continuous operations during their most crucial times of need. Some of the emergency services we provide upon request include: - Emergency plan development: we work with each customer to prepare a plan of response should an emergency occur. - Online emergency card profile set-up, so fleets can easily remove or change card control limits to support emergency operations. - Regular updates outlining which networks and fuel stations are open and active in disaster areas.	
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	WEX will continue providing marketing, products, and services to Sourcewell participating entities in the United States.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	WEX is happy to provide existing products and services to participating entities in Canada, though the Canadian market is not a target of investment for WEX at this time.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	N/A. The WEX card is accepted in all 50 states and in Canada.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	N/A	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	N/A	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Our multi-channel marketing programs have a demonstrated track record of successful outreach to public sector fleets of all sizes. Since partnering with Sourcewell in 2011, WEX has grown the contract to benefit more than 5,200 participating entities, including seven states. WEX's public sector expertise is unmatched in the industry, providing services for 36 states, and supplying fleet card services as a subcontractor to Citibank under the SmartPay 2 (2008 - 2018) and current SmartPay 3 contracts. In total, we service approximately 1.2 million tax-exempt cards. We are an active member of the National Alliance of State and	

University Fleets (NASUF), continually attending educational seminars and focus groups to better understand the industry so we can meet and exceed the needs of our customers.

We reiterate this experience because WEX actively manages marketing efforts to inform eligible entities that Sourcewell has a fleet card program, and work to onboard these groups through education of program benefits.

Our custom outreach program ensures that eligible public sector organizations know about the Sourcewell / WEX program, understand the benefits of enrolling, and can easily sign up for the program. Our annual efforts include, but are not limited to, direct mail, email campaigns, newsletters, trade show participation, press releases, web-based marketing, online landing pages, and sales visits - all with an eye toward maximising overall program volume.

INTERNAL MARKETING CAPABILITIES

WEX invests millions of dollars each year in our comprehensive marketing and sales programs on behalf of our own WEX Universal, partner-based proprietary, and public sector card programs. We market to state, local, and other eligible public sector organizations in order to optimize participation in their respective card programs.

Our in-house Project and Channel Managers oversee our public relations campaigns, tradeshows, email, web, direct mail, and advertising programs. We also have a full-time, in-house design team who support the development of collateral, direct mail, traditional print, and web design. We are able to create turn-key programs for partners of all sizes.

Through our marketing and sales efforts, WEX has helped the Sourcewell contract grow from zero cards in 2011, to 3,350 customers purchasing over $175,000,000 on over 63 million gallons in 2018, to 5,268 accounts, and nearly $350 million in purchases on over 105 million gallons in 2024. WEX will continue our active marketing program, further growing the portfolio throughout the contract by leveraging local and municipal-level relationships. *

APPROACH

We utilize a disciplined, data-driven approach and track key metrics such as response rate, close rate, average fleet size, credit approval rate, account and activation rate, card yield, and overall ROI. We use Salesforce and Siebel CRM systems to track the effectiveness of each unique campaign, and review results of each marketing program in detail, both internally and in conjunction with our partners. Our approach includes a willingness to try new concepts and approaches using “champion-challenger” methodology to learn and compare results of proven campaign approaches with those of new test or concept campaigns.

Our in-house web marketing team develops a comprehensive marketing approach which utilizes the latest web marketing strategies. We have developed a dedicated Sourcewell landing page to inform existing and prospective state organizations about the Sourcewell Fleet Card program (e.g., https://www.wexinc.com/oklahoma; https://www.wexinc.com/texas). We use outreach efforts to draw traffic to the site, and encourage enrollment in the program. This program is supported by geographically targeted Search Engine Marketing (SEM) to drive applications. WEX will develop custom email outreach programs to communicate with eligible Sourcewell organizations. WEX successfully manages digital, web-based marketing campaigns on behalf of our partners, and our in-house web marketing team are experts at leveraging this channel for fleet acquisition and communication.

Our sales team attends multiple national, regional, and local trade shows each year, allowing us to reach key decision makers and establish key industry contacts. We will continue leveraging Sourcewell at public sector trade shows and conferences in our continuous effort to expand awareness of the Sourcewell program, and convert prospects into participants. Our in-house marketing team manages and coordinates our event calendar, and provides follow-up including lead generation, maintenance, and post-show mailings.

Finally, all WEX sales associates utilize Salesforce Customer Relationship Management (CRM) for effective territory management, as well as management reporting. Each member of our sales force uses this system to manage their territory and move prospective leads through the sales process to active leads which are followed up on until they are closed. Use of the tool gives us a clear view of individual and team effectiveness, their current 30-day account forecast, and their long-term pipeline. We also use Salesforce to track leads, develop custom email programs, and distribute marketing collateral to potential accounts. We would use Salesforce to track and manage Sourcewell’s sales and marketing program.

38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	WEX has a world class in-house Marketing Agency with award-winning digital marketers specializing in fuel card lead generation and quality customer growth. We depend heavily on technology and digital data in our marketing efforts. Our marketing department works closely with our insights and analytics teams to glean valuable data which allows us to fine-tune our marketing campaigns and day-to-day activities. We are engaged actively in all modern marketing channels including social media (LinkedIn, Meta, Instagram, and X). Through sophisticated social listening capabilities, we receive valuable feedback and sentiment from customers and of course, use these platforms to deliver value to our customers. WEX also excels in the realm of precision targeting for fleet marketing due to our deep understanding of the fleet sector and strategic internal collaborations. By integrating risk grade data, behavioral insights, and transaction data with cutting-edge AI targeting, we have the prowess to attract customers who are not only highly likely to engage with WEX at the right moment but also contribute significantly to our profitability by fueling the most gallons. We meticulously craft tailored audiences, guiding them through the buyer's journey, fueled by their behaviors and interactions with our brand.	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	Historically, WEX has overseen promotional and marketing activities for the Sourcewell contract. In addition to the marketing plans described above, we attend Sourcewell's annual H2O Conference to assist with networking, and include Sourcewell branding at WEX's other public sector conference appearances. We look forward to working with Sourcewell in updating the WEX landing page, and are happy to discuss additional input into the promotional and marketing activities we perform on Sourcewell's behalf. WEX has served as your fleet card provider since 2011. As such, we are very familiar with Sourcewell agreements and have integrated them into our sales process.	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	The products and services WEX provides are largely ordered and managed through WEX Online. To obtain a WEX Fleet Card, Sourcewell customers apply for credit and are adjudicated by WEX Bank on their own merit. Once approved the account goes into implementation and goes active in roughly 30-90 days (depending on complexity and any custom requirements). The Fleet Manager module of WEXOnline allows users to order, add, edit, suspend, reactivate, and terminate cards and drivers, add and manage card controls, and to view and download invoice details. They can also: - Assign a card to the driver, vehicle or location. - Transfer cards from one account to another. - Group cards into profiles to enforce your purchasing policies. - Create organizational units or departments to better organize cards, vehicles and drivers for reporting and management purposes (initially added during the implementation phase). - Edit account information.	*

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *	

41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	We provide initial training to Sourcewell's customers at agreed-upon sites, ongoing as-needed training, and re-training as required via in-person training, webinars, phone conferences, or a combination of those. WEX's Strategic Implementation Manager (SIM) will discuss specific training requirements during Discovery. Upon initial implementation, the SIM trains the fleet management team in performing various administrative functions associated with the platform (including, but not limited to, adding drivers, adding vehicles or assets, assigning card controls, creating and assigning custom roles, reporting). Online or in person system training typically takes 60 to 90 minutes, depending on questions. These can be done for multiple groups, and may include on-site training as-needed. We also provide detailed reference and summary guides as part of the implementation project plan. Other reference guides exist throughout our various systems. For example, WEXOnline contains PDF help guides that provide step-by-step instructions to navigate different modules. The following PDF help guides are available: - Homepage: View news and events, pending online user requests, flexible exception report notifications, and search and select both accounts and organizational units - Fleet Manager: Managing cards, drivers, vehicles, authorization profiles, accounts, org units (or departments), contacts, and addresses - Financials: Provides access to accounting fields and definitions, and allows you to assign financial profiles throughout your hierarchy - Reports: Guides the user through the various reporting tools to meet your analysis needs. - Resource Tools: Offers various, commonly-requested reporting tools to help locate sites where your fleet card can be used, to assist you in finding diesel and alternative fuel sites, and to direct you to locations with available charging stations and/or the lowest price per gallon - Administration: Manage online users, view the roles and permissions to which these users are assigned; create custom roles to meet your security needs. The SIM also works with the customer to create a WEXOnline Summary Guide that outlines how agency nuances and requirements are captured and reported through the system, as well as quick-step guides for the online system. Additionally, we work with the State to organize tailored online training per users' assigned roles. Recorded training sessions can be shared as an additional tool. Multiple trainings can be recorded based on the audience's role e.g., full access or read only. Further, we develop and execute training plans to ensure card holders and fleet managers are well prepared to use the program. After implementation, on-going training meetings are available as-needed. For the individual card user: The WEX Customer Service Department is available 24 hours a day, 365 days a year, and is staffed by highly proficient service representatives and supervisors to answer any questions. We also provide electronic driver reference guides if they have issues with transactions, and produced a video showing drivers how to use our cards, available via our website at: https://www.wexinc.com/insights/blog/inside-wex/how-do-company-gas-cards-work/. *
42	Describe any technological advances that your proposed Solutions offer.	As a payment technology company, we take a keen interest in technologies relating to transaction authorization and processing, messaging, payment devices, point of sale, industry hardware and software solutions, and new data sources to compliment our already-robust Level III reporting and analytics. WEX's new Fleet Plus Card, which enhances your ability to pay for non-fuel related vehicle purchases, and expanded mobile payment technology with our DriverDash app, are examples of this vision. WEX focuses on customer-driven technology enhancements, and actively solicits customer feedback when developing our roadmap. The Fleet Advisory Board - a targeted cross-section of our largest fleets - gives industry a voice with WEX senior leadership. We also actively engage with Sourcewell, and your customers, at numerous trade shows, and through our membership in public sector organizations such as the National Alliance of State and University Fleets (NASUF). WEX EV Whether your fleet relies on traditional fuel, electric vehicle charging, or a combination of both, WEX provides a seamless and future-ready solution. Manage all your transactions through a single, powerful platform, receiving one consolidated invoice and set of reports. WEX adapts to your evolving needs, simplifying the complexities of a mixed-energy fleet. with acceptance at over 146,000 public chargers nationwide. WEX EV En Route: Recharge drained EV batteries quickly during the workday Managing a mixed-fuel fleet can be complex with the wide variety of charge point operators

(CPOs) that all require a different method of authentication. Juggling cards, apps, and invoices creates administrative headaches that expose your fleet to inefficiency, and a greater likelihood of costly errors.

WEX has taken our original fleet card capabilities and added EV charging authentication and payment functionality. By pairing new or existing payment cards with a single WEX RFID and/or WEX DriverDash app, drivers can unlock EV charging at a growing network of 146,000 public charging stations in North America, including ChargePoint, EVGo, Flo, Blink, AmpUp, Noodoe, EV Gateway, Electrify America, and EVConnect. P

Worried about EV range? If drivers need to recharge their EV mid-day, DriverDash minimizes disruption by displaying convenient, available, in-network fast chargers. DriverDash is also the most secure, data-rich transaction platform currently available. DriverDash also enables fleets to capture valuable charging data, transaction receipts, odometer prompts, and even applies your custom purchase controls.

WEX EV At-Home: Access lower-cost, overnight charging at driver homes

Are you maximizing cost savings with your EV fleet? Without a dedicated at-home charging solution, you could be missing out on lower residential electricity rates, and struggling to accurately track and control charging expenses. WEX EV At-Home puts you in charge.

WEX EV At-Home is an end-to-end solution that allows you to request charging hardware and installation, and reimburse your drivers for their EV charging sessions, all utilizing your existing WEX fleet account and credit line. WEX's comprehensive and cost-saving solution allows you to:

- Order chargers and installation at your drivers' homes via WEXOnline
- Provide fast and accurate reimbursements to your drivers for home charging costs
- Approve charging sessions for reimbursement with manual, bulk, or automatic options
- Take advantage of lower off-peak residential electricity rates
- Receive one integrated invoice and set of reports for all fueling and EV charging purchases

WEX EV Depot: Convenient and controlled charging at your depots
Take control of your EV charging infrastructure with a private depot. Achieve greater security, track usage accurately, and ensure your fleet is always charged and ready. Don't be intimidated by the process – WEX simplifies depot setup, allowing you to focus on what matters most: your business.

WEX EV Depot product allows fleets to activate private charging sessions with their WEX RFID, track depot transactions as part of your complete charging picture and includes private sites on charging maps.

WEX EV with Sawatch Labs:Data-Driven Insights for Smarter EV Fleet Management

Sawatch Labs offers its cutting-edge fleet electrification analytics software as part of WEX's Sourcewell contract. This means that Sourcewell members can now access the tools they need to confidently transition their fleets to EVs without the hassle of a lengthy Request for Proposal (RFP) process.

Unlock the full potential of your customer's EV fleet with data-driven decisions about asset replacement and fleet optimization, leading to significant cost savings and improved efficiency.

- Strategic Charging Optimization: Avoid unnecessary infrastructure costs. Our analysis pinpoints the optimal number of on-site charging ports, ensuring you invest wisely and avoid the expense of even one extra port.

- Data-Driven Fleet Conversion: Make informed decisions about electrifying your fleet. Our comprehensive conversion analysis reveals the how, if, and when of transitioning to EVs, minimizing risk and maximizing ROI.
Smart Charging Strategies: Control your energy costs. We project charging times and implement managed charging technologies to mitigate peak demand charges and keep your utility bills in check.

- Optimized Vehicle Deployment: Minimize driver downtime and maximize productivity. Our analysis ensures your EVs are strategically positioned for optimal utilization, reducing wasted time and improving overall efficiency.

- Streamlined Reporting & Compliance: Free up your staff. Our automated reporting and analytics tools eliminate the need for manual data compilation, saving valuable staff hours and ensuring accurate compliance reporting.

Our reporting, analytics, and benchmarking tools are specifically designed for EV assets,

integrating seamlessly with Sourcewell customers' existing WEX mixed fleet programs.

For more on how Sawatch Labs and WEX simplify fleet electrification for Sourcewell's customers, please visit: https://sawatchlabs.com/industry-insights/how-sawatch-labs-and-wex-are-simplifying-fleet-electrification-for-public-agencies

DRIVER DASH

With DriverDash, a digital wallet version of the WEX Card, drivers authorize EV and fuel transactions from within their vehicle. This app simplifies transactions, reduces the need for physical cards that may be misplaced, and enhances security by mitigating issues like skimming and inaccurate odometer readings. DriverDash captures receipts electronically, so drivers spend less time at the pump and more time on the road.

Plus, if a driver needs a replacement card (due to loss, theft, damage, etc.) WEX can push a new digital card to DriverDash within one hour.

For conventional fueling, DriverDash is available at approximately 38,000 fueling stations across the continental U.S., including most Shell®, Exxon™, Mobil™, Phillips 66®, Conoco®, 76®, and Valero stations. WEX actively works to expand acceptance among our merchant network, and anticipates an additional 12,000 accepting locations coming online in 2025.

For EV charging, DriverDash features universal acceptance at our growing network of over 146,000 charging stations coast to coast. DriverDash is also the most secure transaction platform currently available, as the app captures odometer prompts and Prompt ID, and applies your fleet purchase controls to EV transactions for comprehensive data collection and reporting. Plus, WEX recently launched route planning functionality, allowing drivers to factor in variables like battery level, added weight, climate control usage, and more, when planning a trip.

WEXConnect

WEXConnect is a free mobile app that helps Sourcewell customers quickly find the lowest priced gas stations, nearby electric vehicle (EV) charging stations, specialty fueling stations (e.g., CNG, E85) and service locations. Real-time transaction information provides updated fuel pricing and current EV charging station availability.

APIs

WEX offers a comprehensive suite of API-driven solutions that empower businesses to optimize fleet management, reduce costs, and enhance security. Our APIs provide real-time transaction monitoring, fraud alerts, and granular card controls, enabling proactive fraud prevention and minimizing financial losses. We offer API-driven real-time alerts and notifications to our customers to immediately notify them of possible fraudulent events. We are also exploring mobile app payment integration to enhance security and convenience for drivers. Our APIs are designed to meet the diverse needs of our customers, from SMBs to large fleets, and can be customized to address specific use cases and risk tolerances. By partnering with WEX, you gain access to innovative solutions that enhance efficiency, strengthen security, and drive business growth.

- Fleet Administration Services currently available via API include Account, Card, Driver, Site, and Vehicle management integrations. .

- Digital Instant Issuance functionality provides a replacement card (due to loss, theft, or damage) within one hour.

- Fraud Mitigation functionality allows your customers to receive real-time email alerts and advanced decision making (e.g., flag a transaction as “valid” or "fraudulent").

We have additional API functionality in these areas, including mobile fleet payments, expanded fleet management functionality, and additional real-time fraud controls, on our 2025 roadmap. If there are specific integration capabilities of interest to Sourcewell or your customers, we are happy to discuss.

WEX FLEET PLUS CARD

Since our founding as a fuel card company in 1983, we have expanded our scope to become an innovative global leader in payment solutions. One key differentiator in the Mobility segment is the enhanced data and controls we provide fleet operators based on our proprietary closed loop payments network.

Looking forward, WEX is expanding the suite of card offerings to include WEX Fleet Plus, a one-card solution that combines WEX's current closed loop fleet card product with enhanced acceptance via the Mastercard network for non-fuel vehicle-related purchases. The product allows for both WEX and Mastercard transactions with one card, managed under a single

		account, utilizing one credit line, and detailed within one invoice and reporting package. Our research and testing indicates that the WEX Fleet Plus card will be a compelling product in the marketplace. WEX PAYABLES The WEX Payables solution includes purchasing cards and virtual cards. This product set expands purchasing capabilities beyond the proprietary WEX Fleet card network by utilizing the Mastercard Network. WEX Payables cards, available in both physical and virtual formats, broaden the range of accepting merchants and reduce product restrictions compared to the WEX Fleet Card. This solution is ideal for members who require the flexibility of an open-loop solution rather than a proprietary fleet card.	
43	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	WEX committed to the energy transition launching WEX Venture Capital (https://vc.wexinc.com/), with WEX's Board authorizing WEX to commit up to $100 million through the end of 2025 in predominantly early and growth-stage companies focused on the energy transition, including fleet electrification, the electric vehicle charging ecosystem, energy management and optimization, and adjacent technologies. Recent investments include: - ev.energy, a leading electric vehicle managed charging software platform and certified B Corp (https://www.ev.energy/blog/series-b), - Chargetrip, an EV routing platform and certified B Corp, (https://www.chargetrip.com/newsroom/we-closed-our-series-a), - AmpUp, an EV Charging Platform based in California (https://www.prnewswire.com/news-releases/ev-charging-platform-ampup-closes-15m-series-a-funding-302258798.html) - Gravity Climate, a leading enterprise carbon accounting and energy management platform based in New York (https://www.prnewswire.com/news-releases/gravity-announces-13m-in-series-a-funding-to-automate-reporting-and-accelerate-energy-optimization-302355444.html). In addition to the WEX Venture Capital initiatives described above, please see our attached WEX-2023-Sustainability-Report, which highlights WEX's work on Environmental Innovation and Fleet Electrification (pp. 10-13) and Environmental Stewardship (pp. 14-17).	*
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A	*

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	WEX is the current fleet card and administrative platform provider for Sourcewell's customers, and we look forward to building upon our 14 year relationship. We offer unmatched understanding of your organization, and the needs of your customers. Your Relationship Manager, Janet Parker, will continue providing strategic support, and remaining with WEX allows Sourcewell, and your members, to avoid a potentially costly and time-consuming implementation process. In general, we believe the following strengths distinguish us from our competitors: - Enhanced Data and Controls: We provide fleet operators with enhanced data and controls through our proprietary closed-loop fueling network, capturing Level III data, deploying custom controls, and establishing the economics between fleets and merchants. This helps in controlling spend, limiting fraud, and optimizing fleet operations. - EV Solutions: We are industry leaders in the ICE-to-EV conversion space, strengthening our EV solutions through in-house development and strategic acquisitions like Sawatch Labs, which offers best-in-class EV analytics, fleet optimization software, and emissions reporting to Sourcewell members as part of the WEX contract.. - Integrated Mobility Management: Our program integrates EV and ICE services into one fuel-agnostic program, providing superior acceptance, card functionality, and reporting. This includes acceptance at over 146,000 U.S. charging locations and 95% of U.S. retail fuel sites, Level III data capture on 99.8% of transactions, and robust reporting tools. - Proprietary Closed-Loop Fuel Network: Our network covers approximately 95% of retail fuel sites across the U.S., providing broad acceptance and a significant barrier to entry for competitors. This network allows us to offer higher levels of fleet-specific information and control than open-loop networks. - Level III Data Capture: We provide additional visibility into fleet-specific information, with detailed transaction data on 99.8% of transactions, aiding in fraud monitoring and reduction efforts. - Differentiated Products and Services: We offer security and purchase controls, customized analysis, and reporting on fleet efficiency and purchasing behavior, available through traditional reporting services and sophisticated web-based tools. - Experienced Management Team: Our management team has substantial industry knowledge and a proven track record of financial success, driving customer success through strong growth and consistent operating performance. - Relationship Building: Our customers cite their interactions with our team members, from Customer Service and Relationship Managers to other account support specialists, as a differentiating factor between WEX and our competitors. *
46	Explain and demonstrate the capabilities of tools offered for fleet data analytics, integrated telematics, datafile transfer and validation, private site fueling solutions, fleet technology interfaces, and any other value added offerings.	DATA ANALYTICS - CLEARVIEW Clearview – our cloud-based data analytics platform – organizes and intuitively displays fleet-related information. Critical data is presented in an intentional layout of simple and informative dashboards, helping fleet managers monitor operations, understand trends, benchmark performance, investigate anomalies, and recognize cost-saving opportunities. The Exceptions Dashboard quickly identifies and analyzes transactions, purchasing, and driver behavior that fall outside the norm. This module includes a Summary Dashboard and nine exceptions related to monetary savings on fuel purchasing and suspicious purchasing behaviors. The exceptions highlight the biggest opportunities for savings and the most egregious behaviors, allowing managers to focus on the most impactful areas. For large fleets, this is especially helpful. The Volume & Spend Summary Dashboard tracks activity and expense on the WEX Card program. Fuel and non-fuel spend can be viewed in aggregate for the entire organization or easily dissected based on filter and grouping options. The Outlier Scatterplot visibly identifies anomalies in the card program. For example, WEX's customers have experienced great success identifying driver theft, making this view one of the most highly-used visualizations within WEX Analytics. Filter and Group by Capabilities: WEX Analytics offers robust smart search filters and grouping options that allow users to easily distill information and quickly get the answers they need. These filters offer multi-selection capability within a single filter's drop-down list. For example, in the product-grade filter, select both mid-grade and premium to get a complete view of your "non-regular" fuel spend. Product Code Cleansing Algorithm: WEX's data scientists solved a long-standing, industry-wide issue by developing a proprietary machine learning algorithm, which automatically detects and corrects inaccurate product codes transmitted by fuel merchants.

DATA ANALYTICS AND REPORTING - WEXONLINE

WEXOnline's reporting suite reduces the administrative time involved with managing expenses. We require all WEX-accepting merchants to capture detailed Level III transaction data, which supports our nine levels of hierarchy and provides the foundation for our superior reporting tools. WEX stores 24 rolling months of reference data, and provides older data upon service request. For qualifying Sourcewell customers, our Premium Fleet Services Account Managers have advanced query tools to assist with reporting needs not covered in our standard reporting suite.

The major report types we offer are:

Standard Reports: downloadable purchasing activity and financial summary reports such as Purchase Activity, Site Summary, Financial Summary, and Tax Summary reports.

Ad Hoc Reports: "snapshot in time" data of user-defined criteria, allowing managers to analyze transaction level detail, summaries, and purchase exceptions to identify inefficiencies. All reports contain standard Level III data and any unique appended accounting codes.

Custom Reports: gain deeper insight into authorizations, transactions, cards, drivers, and vehicles. Managers can incorporate standard data, as well as defined organizational accounting code information. The intuitive wizard-based process facilitates the creation of real-time or scheduled reports. Managers select the hierarchy level, and the report automatically includes all sub-levels while displaying the relationship to all upper level accounts (based on access level).

WEXOnline features the following reporting categories:

Management Reports: provide managers and administrators with a view into the entire portfolio, illuminating trends and areas for possible savings. Example reports include:

- Major Fleet Activity Report: Provides current and previous monthly summary information by account, by brand, outlining total spend, fueling spend, gallons, and average PPG; helps fleets identify potential savings/merchants with lower PPG.

- Account Review: A rolling 13-month review of data consisting of: portfolio summary, spend report, gallon report, fuel type usage snapshot, premium fuel gasoline spend, non-fuel spend snapshot, average price per gallon (gas and diesel), transaction report, activation report, brand report (gasoline, diesel, maintenance); allows fleets to identify savings opportunity (such as excessive premium fuel use).

- Opportunity Report: Outlines savings opportunities by account, driver and/or vehicle by benchmarking purchases at zip code level vs. WEX's entire portfolio; provides insight into where drivers are fueling, and ways to save by fueling at lower cost stations near their routes.

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Benchmarking Reports: help fleets understand how their purchasing behavior compares to others and provides insight into the types of merchants being used. For example, our minority and woman-owned business report provides monthly roll-up of transactions, gallons, and dollars spent at minority- and women-owned fueling and service sites; the WEXIndex provides the price per gallon of certain fuel types in a given month, and is useful to understand industry pricing trends.

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Profile Reports: provide fleet managers and administrators with a snapshot of the information available in our system at the time the report is run, making it easy to manage the inventory of accounts, cards, drivers, and vehicles and helping ensure that the information and status of each item is up-to-date. Example reports include:

- Account Report: Itemizes accounts within a fleet's hierarchy and provides details including contact name, shipping information, total cards, total driver prompts, card type, accounts, org units, and total vehicle prompts; helps fleet managers ensure their accounts are set up as desired.

- Card, Vehicle, or Driver profiles: Provides a broad view of cards, vehicles, or drivers across multiple or single accounts, allowing fleets to monitor and review data based on a comprehensive view of a few specific card details.

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Exception Reports: are an excellent way to save time while ensuring those in the field follow fleet policies. Exception Reports, when paired with card controls, help fleets effectively

manage their program by identifying potential fraud or abuse. Example reports include:

- Ad hoc exceptions: A simple, on-demand, ad hoc exception reporting tool providing insight into posted transaction details for a variety of exceptions, including: high octane fuel, weekend purchases, and number of gallons or number of transactions per period. The tool has both filtering and sorting capabilities.

- Flexible exceptions: A comprehensive set of exception parameters for posted transactions; any transactions that meet the set threshold are captured for review. Additionally, optional once-daily email notifications inform you that an exception occurred; effective in identifying possible fraud or abuse.

- Real-Time Alerts: Enables near real-time email alerts when a transaction falls outside of set parameters; also available for review in an online report; very effective in identifying possible fraud or abuse as a transaction occurs.

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Transaction Reports provide fleet managers and administrators with a full range of authorization and posted transaction data to perform audits, trend analysis and data mining. This allows for simple ad hoc queries and more in-depth, customizable reporting to help fleets drill down to the data they need. Example reports include:

- Ad hoc transaction details: A simple, on-demand, ad hoc reporting tool that provides up to 24 months of posted transaction details for a specified time frame; especially useful in viewing transactions associated with a particular billing cycle, or for quick investigations. It has both filtering and sorting capabilities. *

- Ad hoc transaction summary: A simple, on-demand, ad hoc reporting tool that summarizes up to 24 months of posted transaction details for a specified time frame; especially useful in summarizing information by account, card, or brand, with a granular capacity to examine transaction details for more specific information

- Transaction management: A comprehensive, highly customizable, transaction-level report that allows fleets to analyze usage at certain merchants or within specified dollar amounts or within selected accounts. It allows for a broad set of filters, and the ability to select and sort the fields individual fleets care about.

- Authorization activity: A direct view of authorization activity, posted in real-time in our system, helps inform decisions and perform analysis to help manage/enforce driver purchasing policies; also an excellent driver assistance tool for those who may have encountered a “decline,” but are unsure why.

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Billing Cycle Reports accompany an invoice to assist fleets in reconciliation before making payment. They are available in a variety of formats, giving the fleet the ability to choose the format that is most beneficial. Example reports include:

- Purchase activity report: Our standard billing cycle report accompanying each invoice, with a roll-up by card or department, is available online as a PDF.

- Financial summary report: Financial roll-up of spend by account, fuel, and non-fuel.

- Site summary report: Roll-up of purchase behavior by brand, with totals.

- Tax Exempt Summary (tax-exempt fleets only): Roll-up of exempted and reported transactions by jurisdiction and fuel type.

- View details: Our standard transaction detail report, available online and with each invoice; downloadable into Excel or CSV as needed, providing easy transaction reconciliation with their invoice, and the ability to download for additional filtering or archiving.

- WEXLink is an electronic file that provides customers with transaction data on a daily, weekly, or monthly basis via the internet (i.e. FTP). The data is provided in a flat file, includes extensive detail for both fueling and service transactions, enables fleets to analyze vehicle, driver, and purchase information, and to reconcile monthly invoices. This file can be merged with your existing information management system, making it easy to track costs.

INTEGRATED TELEMATICS

WEX provides a telematics solution that integrates seamlessly with the WEX Card program to provide insight into the where, when, and how of vehicle use, and puts all vital fleet data in one location. Our solution encourages safe driver behavior, optimizes routes, reduces fuel spend, lowers operational costs, complies with federal mandates, and can help mitigate fraud by confirming that fuel dispensed actually goes into the appropriate vehicle.

At a high level WEX Telematics service collects all vehicle diagnostic and vehicle location data. We use this data to derive all kinds of insights by applying the latest analytics techniques, and provide specific hardware and software packages designed to meet specific fleet requirements, so managers can quantify, analyze, and understand data points such as:

- Idle time and location
- Speeding
- Mileage per day or week
- Total fuel consumption
- Seatbelt use
- Aggressive driving
- Customer stops
- Miles driven vs. customer time
- Accident reporting

WEX telematics also helps manage compliance, ensures timely vehicle inspections, and reduces paperwork with electronic logs. Additionally, when you combine these Services with our in-cab camera options, you can identify risky driver behaviors, capture video of critical events and easily recreate accidents to share with insurance or police.

In addition to our in-house solution, we integrate directly with most US-based telematics service providers, including Geotab & GPS Insights, to ensure integrated fuel data that enhances our customers' telematics experience.

DATA FILE TRANSFER

WEXLink is an electronic file that provides youR customers with transaction data on a daily, weekly, or monthly basis via the internet (i.e. FTP). The data is provided in a flat file and includes extensive detail for both fueling and service transactions, enabling fleets to analyze vehicle, driver, and purchase information, and to reconcile monthly invoices. WEXLink files are designed specifically for fleet customers who want to perform detailed analysis and reporting on their fleet account. This file can be merged with your existing information management system, making it easy to track costs.

PRIVATE SITE

Private Site Reporting consolidates tracking of onsite and retail fuel transactions into one comprehensive report, allowing you to monitor private transactions for abuse through purchase controls at the point of sale using your WEX card.

Your customers receive in-depth reporting of onsite fuel transactions at the vehicle level, integrated with retail fuel purchases. The system is designed to exclude onsite fuel transactions from your invoice while providing consolidated, comprehensive vehicle-level reporting.

Once installed, card readers are required to retain reportable information so your customers don’t have to.

Just like a retail transaction, the driver initiates data capture by entering their Prompt ID and odometer. The card reader provides the fuel type, gallons, PPG as programmed in the card reader, and total sale. Upon receipt, WEX integrates this key information into a fleet’s usage reporting.

FLEET TECHNOLOGY INTEGRATIONS

WEX offers a comprehensive suite of API-driven solutions that empower businesses to optimize fleet management, reduce costs, and enhance security. Our APIs provide real-time transaction monitoring, fraud alerts, and granular card controls, enabling proactive fraud prevention and minimizing financial losses. We offer API-driven real-time alerts and notifications to our customers to immediately notify them of possible fraudulent events. We are also exploring mobile app payment integration to enhance security and convenience for drivers. Our APIs are designed to meet the diverse needs of our customers, from SMBs to large fleets, and can be customized to address specific use cases and risk tolerances. By partnering with WEX, you gain access to innovative solutions that enhance efficiency, strengthen security, and drive business growth.

- Fleet Administration Services currently available via API include Account, Card, Driver, Site, and Vehicle management integrations. .

- Digital Instant Issuance functionality provides a replacement card (due to loss, theft, or damage) within one hour.

- Fraud Mitigation functionality allows your customers to receive real-time email alerts and advanced decision making (e.g., flag a transaction as “valid” or "fraudulent").

		We have additional API functionality in these areas, including mobile fleet payments, expanded fleet management functionality, and additional real-time fraud controls, on our 2025 roadmap. If there are specific integration capabilities of interest to Sourcewell or your customers, we are happy to discuss.	

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
47	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		○ Yes ◉ No	WEX is a publicly traded corporation (NYSE: WEX). Nevertheless, at WEX we strive to achieve a fully inclusive workplace that unifies and celebrates the diversity of our people. To fully realize our potential as a company, we must embrace our differences in culture, identity, and background. Committed to celebrating our differences and encouraging our people to be their most authentic selves, we acknowledge that building a sustainable company requires an intentional and continual focus on diversity and inclusion in everything we do. Employee Resource Groups (ERGs) are part of WEX's commitment to diversity and inclusion and part of our company's long term strategy for creating an inclusive community. Because of the size and dispersed nature of WEX, we strive to balance corporate-led diversity direction with "grassroots" employee-led initiatives such as ERGs. WEX's ERGs are not WEX associations; rather they are independent, employee-driven groups sponsored by WEX. The ERGs serve as touch points for communities across WEX with shared interests, cultures, identities, and backgrounds. Part of WEX's commitment to diversity and inclusion centers around the development of innovative hiring strategies that work to support and increase access to underrepresented candidates. WEX also has a fully approved and communicated Vendor Inclusion & Diversity Policy, and is committed to building a global vendor inclusion program that makes diversity and equality an integral part of how we purchase - creating mutually beneficial relationships with businesses owned by people from historically underrepresented communities. Please see our attached WEX-2023-Sustainability-Report, pp. 18-28, which highlights our efforts in this area.	*
48		Minority Business Enterprise (MBE)	○ Yes ◉ No	Please see question 47, above.	*
49		Women Business Enterprise (WBE)	○ Yes ◉ No	Please see question 47, above.	*
50		Disabled-Owned Business Enterprise (DOBE)	○ Yes ◉ No	Please see question 47, above.	*
51		Veteran-Owned Business Enterprise (VBE)	○ Yes ◉ No	Please see question 47, above.	*
52		Service-Disabled Veteran-Owned Business (SDVOB)	○ Yes ◉ No	Please see question 47, above.	*
53		Small Business Enterprise (SBE)	○ Yes ◉ No	Please see question 47, above.	*
54		Small Disadvantaged Business (SDB)	○ Yes ◉ No	Please see question 47, above.	*
55		Women-Owned Small Business (WOSB)	○ Yes ◉ No	Please see question 47, above.	*

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
56	Describe your payment terms and accepted payment methods.	WEX will continue to offer Sourcewell members Net-26 day payment terms and will comply with any act or law governing payments timing upon review of such act or law. WEX offers the following payment options: Paper Check: You can pay by check using the remit stub attached to the invoice. If you ever need to expedite payment, the overnight payment address is included on the back of the invoice. Online Payment: You can choose to receive an email notification when your invoice is ready for online viewing and payment. Payments scheduled by 3:00 p.m. ET are credited to your account on the same day and you can pay from up to four different checking accounts. ACH: WEX supports customer initiated electronic payment through Automated Clearing House (ACH). Direct Debit/EFT: The Direct Debit system is free. You can elect to receive a Prior Notification fax from us on the morning of the scheduled debit, informing you in advance of the amount to be initiated for debit from your demand deposit bank account. One-time Authorization for Electronic Payment: If you need to expedite payment on the same day, but have not chosen to make online payments, you can request a one-time debit from your bank account for the outstanding balance on your account. (Processing fee may apply).	*
57	Describe any leasing or financing options available for use by educational or governmental entities.	N/A	*
58	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Please see attached Standard Transaction Documents zip folder.	*
59	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	No, we do not accept the P-card procurement and payment process.	*
60	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	WEX Offers rebates to Sourcewell members for retail purchases made with the WEX Fleet Card. Please see the attached pricing for the fleet card and ancillary products.	*
61	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	WEX Fleet Card rebates are a percentage off the retail prices for fuel, service, and in-store purchases at participating gas stations and service locations.	*
62	Describe any quantity or volume discounts or rebate programs that you offer.	WEX offers a flat percentage off retail purchases as well as early payment options. Please see the attached pricing documentation for the fleet card and ancillary products.	*
63	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or "non-contracted items". For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	N/A	*

64	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Please see the attached pricing document for the fleet card and ancillary products.	*
65	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Please see the attached pricing document for the fleet card and ancillary products.	*
66	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	N/A	*
67	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A	*
68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	WEX utilizes a number of different tools and processes to perform internal audits on its accounts. WEX implements additional layers of oversight and audit activities for operational processes to ensure alignment between contract documents and system configurations. Additionally, various compliance reviews and audits are performed each year as required by regulations, this includes but is not limited to WEX Banks bank compliance reviews. WEX manages a control environment that is consistent with commonly accepted industry standards and frameworks including ISO 27001, PCI-DSS, SOX/404, HITRUST and NIST. WEXs information security program prioritizes ensuring the confidentiality, integrity, and availability of WEXs information assets. A critical component to meeting these objectives is managing controls to safeguard WEXs information assets against any unauthorized use, access, or disclosure. Additionally, WEXs information security program provides robust access controls, security monitoring controls, regular penetration testing and vulnerability scanning, strong physical and environmental controls, and security awareness training. Furthermore, WEX information security program helps manage the risks related to the use of any external service providers or related third parties while ensuring that WEX maintains business resiliency in the event of a disaster scenario or security incident. WEXs security policies and procedures are reviewed and updated annually. WEX obtains SSAE18 SOC 1 and PCI-DSS certification for our Millennium platform, and are subject to regular reviews via Internal Audit, External Audit, FDIC Examiners, and various third parties. Recently, Revenue Management has begun implementing an additional layer of oversight and audit activities for operational processes—specifically related to non standard/negotiated fee schedules and terms—to ensure alignment between contracting documents and system configurations.	*
69	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Examples of tracked internal metrics include year-over-year gallon, non-fuel, and total spend. We track these metrics across the entire portfolio.	*
70	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	WEX issues a quarterly revenue share, in accordance with the Revenue Share Table below, based on all Sourcewell members' monthly retail transactions and the tier established in the table below: $0 - $50,000,000 quarterly spend: 10 basis points (0.10%) $50,000,001 - $75,000,000 quarterly spend: 12 basis points (0.12%) $75,000,001+ quarterly spend: 15 basis points (0.15%) Please see attached Pricing documents for additional information	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
71	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Each contract we hold is individually priced, based on a number of variables including: volume, length of contract, payment terms, current economic conditions, customization, cost to serve, etc. For this reason, the pricing proposed for this contract is the same or better than what we typically offer government procurement organizations and state purchasing departments. *

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A and 7B)

Line Item	Question	Response *
72	Provide a detailed description of all the solutions offered, including used Solutions if applicable, offered in the proposal.	THE WEX CARD PROGRAM As described throughout our response, the WEX Card Program offers best-in-class fleet card functionality, reporting, customer service, and ancillary services (e.g., a comprehensive EV program, Telematics, Vehicle Maintenance, etc.). Fleet administrators can manage the entire card program with WEXOnline, our web-based, mobile-responsive management and administration platform. For example, perform account maintenance activities, research real-time authorization and transaction information, monitor exception reporting, retrieve invoicing and transactional back up information, as well as review real-time alerts. You can also manage drivers, vehicles, edit card purchase controls, and order/add/suspend cards as-needed. Managers may assign access to as many WEXOnline users as necessary. Approved users can perform various functions depending on the level of access provisioned. WEXOnline comes with pre-defined roles, or managers can create custom user roles to meet unique program requirements. Responsibility is shared without giving broader permissions that could be abused, and administrators retain ultimate control over access privileges. Whether it's one or 100, approved users can perform various functions depending upon the level of access provisioned. Required Level III data capture from all of our accepting merchants across WEX's proprietary, closed loop network supports our detailed reporting, analytics, and superior card / purchase controls. The WEX Card Program helps public sector fleets of all sizes create operational efficiencies. Our customers also receive best-in-class security. We require dual prompt transaction authorization in which drivers must enter both their PromptID (Driver ID or Vehicle ID, depending on set up) and odometer reading. WEX's program also surpasses typical credit card offerings by controlling the product type being purchased. For instance, you can control by product class, which are groupings of like products separated by type: Fuel; Oil & Fluids; Parts & Service; Quick Lube; Roadside Assistance; General Merchandise. Purchase Controls enable or disable access to specific product classes within WEX's closed-loop network of fuel and service merchants. Managers can then set spending limits at the transaction level, such as: dollar limits and timeframe of purchase. WEX's purchase controls offer managers the flexibility to limit transactions within WEX's network of fuel and service vendors. For example, the fleet can allow drivers to purchase fluids, like washer fluid or oil, but disallow general merchandise. A typical credit card would be open to all gas stations and any merchandise that is available in this retail channel, potentially allowing a driver to purchase electronics or snack food, and exposing the customer to unauthorized expenses and program abuse. WEXPAY WEXPay is a tool that enables out-of-network purchases at additional merchants in

the Mastercard network by utilizing a virtual card interface. Typically used for independent or geographically remote fuel and service sites, WEXPay provides the control of a fleet card with the convenience of a credit card. This tool reduces the number of out-of-network sites where drivers would have to use an alternative form of payment.

Using WEXPay in conjunction with your WEX Card lets you set the rules for your drivers, controlling merchant, transaction, and even product type limits. We apply those limits to both WEX Card and WEXPay Mastercard transactions. Expanded coverage combined with integrated reporting and invoicing can further streamline purchasing and operations.

As a Mastercard issuing bank, WEX uses Single-Use Account Number technology to authorize a one-time payment to a merchant. The account number provided to the merchant by an automated voice response system (IVR) is fast and secure — good only for that one purchase.

When the merchant calls for authorization, the IVR prompts for card number, card expiration date, prompt ID, purchase amount, and product. The WEX system applies purchase controls based on the product selected by the merchant and collects similar levels of purchase data, including Prompt ID and odometer. Details of the purchase are integrated into your WEX invoice and reports. One card, one invoice, one report with the same controls and service WEX customers expect.

WEX PAYABLES

The WEX Payables solution includes purchasing cards and virtual cards. This product set expands purchasing capabilities beyond the proprietary WEX Fleet card network by utilizing the Mastercard Network.

WEX Payables cards, available in both physical and virtual formats, broaden the range of accepting merchants and reduce product restrictions compared to the WEX Fleet Card. This solution is ideal for members who require the flexibility of an open-loop solution rather than a proprietary fleet card.

WEX EV

Whether your fleet relies on traditional fuel, electric vehicle charging, or a combination of both, WEX provides a seamless and future-ready solution. Manage all your transactions through a single, powerful platform, receiving one consolidated invoice and set of reports. WEX adapts to your evolving needs, simplifying the complexities of a mixed-energy fleet. with acceptance at over 146,000 public chargers nationwide.

WEX EV En Route: Recharge drained EV batteries quickly during the workday Managing a mixed-fuel fleet can be complex with the wide variety of charge point operators (CPOs) that all require a different method of authentication. Juggling cards, apps, and invoices creates administrative headaches that expose your fleet to inefficiency, and a greater likelihood of costly errors.

WEX has taken our original fleet card capabilities and added EV charging authentication and payment functionality. By pairing new or existing payment cards with a single WEX RFID and/or WEX DriverDash app, drivers can unlock EV charging at a growing network of 146,000 public charging stations in North America, including ChargePoint, EVGo, Flo, Blink, AmpUp, Noodoe, EV Gateway, Electrify America, and EVConnect. P

Worried about EV range? If drivers need to recharge their EV mid-day, DriverDash minimizes disruption by displaying convenient, available, in-network fast chargers. DriverDash is also the most secure, data-rich transaction platform currently available. DriverDash also enables fleets to capture valuable charging data, transaction receipts, odometer prompts, and even applies your custom purchase controls.

WEX EV At-Home: Access lower-cost, overnight charging at driver homes

Are you maximizing cost savings with your EV fleet? Without a dedicated at-home charging solution, you could be missing out on lower residential electricity rates, and struggling to accurately track and control charging expenses. WEX EV At-Home puts you in charge.

WEX EV At-Home is an end-to-end solution that allows you to request charging hardware and installation, and reimburse your drivers for their EV charging sessions, all utilizing your existing WEX fleet account and credit line. WEX’s comprehensive and cost-saving solution allows you to:

- Order chargers and installation at your drivers’ homes via WEXOnline

- Provide fast and accurate reimbursements to your drivers for home charging costs
- Approve charging sessions for reimbursement with manual, bulk, or automatic options
- Take advantage of lower off-peak residential electricity rates
- Receive one integrated invoice and set of reports for all fueling and EV charging purchases

WEX EV Depot: Convenient and controlled charging at your depots
Take control of your EV charging infrastructure with a private depot. Achieve greater security, track usage accurately, and ensure your fleet is always charged and ready. Don't be intimidated by the process – WEX simplifies depot setup, allowing you to focus on what matters most: your business.

WEX EV Depot product allows fleets to activate private charging sessions with their WEX RFID, track depot transactions as part of your complete charging picture and includes private sites on charging maps.

WEX EV with Sawatch Labs:Data-Driven Insights for Smarter EV Fleet Management

Sawatch Labs offers its cutting-edge fleet electrification analytics software as part of WEX's Sourcewell contract. This means that Sourcewell members can now access the tools they need to confidently transition their fleets to EVs without the hassle of a lengthy Request for Proposal (RFP) process.

Unlock the full potential of your EV fleet with data-driven decisions about asset replacement and fleet optimization, leading to significant cost savings and improved efficiency. *

- Strategic Charging Optimization: Avoid unnecessary infrastructure costs. Our analysis pinpoints the optimal number of on-site charging ports, ensuring you invest wisely and avoid the expense of even one extra port.

- Data-Driven Fleet Conversion: Make informed decisions about electrifying your fleet. Our comprehensive conversion analysis reveals the how, if, and when of transitioning to EVs, minimizing risk and maximizing ROI.
Smart Charging Strategies: Control your energy costs. We project charging times and implement managed charging technologies to mitigate peak demand charges and keep your utility bills in check.

- Optimized Vehicle Deployment: Minimize driver downtime and maximize productivity. Our analysis ensures your EVs are strategically positioned for optimal utilization, reducing wasted time and improving overall efficiency.

- Streamlined Reporting & Compliance: Free up your staff. Our automated reporting and analytics tools eliminate the need for manual data compilation, saving valuable staff hours and ensuring accurate compliance reporting.

Our reporting, analytics, and benchmarking tools are specifically designed for EV assets, integrating seamlessly with Sourcewell customers' existing WEX mixed fleet programs.

For more on how Sawatch Labs and WEX simplify fleet electrification for Sourcewell's customers, please visit: https://sawatchlabs.com/industry-insights/how-sawatch-labs-and-wex-are-simplifying-fleet-electrification-for-public-agencies

WEX MOBILE APPLICATIONS

DriverDash: With DriverDash, a digital wallet version of the WEX Card, drivers authorize EV and fuel transactions from within their vehicle. This app simplifies transactions, reduces the need for physical cards that may be misplaced, and enhances security by mitigating issues like skimming and inaccurate odometer readings. DriverDash captures receipts electronically, so drivers spend less time at the pump and more time on the road.

Plus, if a driver needs a replacement card (due to loss, theft, damage, etc.) WEX can push a new digital card to DriverDash within one hour.

For conventional fueling, DriverDash is available at approximately 38,000 fueling stations across the continental U.S., including most Shell®, Exxon™, Mobil™, Phillips 66®, Conoco®, 76®, and Valero stations. WEX actively works to expand acceptance among our merchant network, and anticipates an additional 12,000 accepting locations coming online in 2025.

For EV charging, DriverDash features universal acceptance at our growing network of over 146,000 charging stations coast to coast. DriverDash is also the most secure

transaction platform currently available, as the app captures odometer prompts and Prompt ID, and applies your fleet purchase controls to EV transactions for comprehensive data collection and reporting. Plus, WEX recently launched route planning functionality, allowing drivers to factor in variables like battery level, added weight, climate control usage, and more, when planning a trip.

WEXConnect: WEXConnect is a free mobile app that helps Sourcewell customers quickly find the lowest priced gas stations, nearby electric vehicle (EV) charging stations, specialty fueling stations (e.g., CNG, E85) and service locations. Real-time transaction information provides updated fuel pricing and current EV charging station availability.

TELEMATICS

WEX provides a telematics solution that integrates seamlessly with the WEX Card program to provide insight into the where, when, and how of vehicle use, and puts all vital fleet data in one location. Our solution encourages safe driver behavior, optimizes routes, reduces fuel spend, lowers operational costs, complies with federal mandates, and can help mitigate fraud by confirming that fuel dispensed actually goes into the appropriate vehicle.

At a high level WEX Telematics service collects all vehicle diagnostic and vehicle location data. We use this data to derive all kinds of insights by applying the latest analytics techniques, and provide specific hardware and software packages designed to meet specific fleet requirements, so managers can quantify, analyze, and understand data points such as:

- Idle time and location
- Speeding
- Mileage per day or week
- Total fuel consumption
- Seatbelt use
- Aggressive driving
- Customer stops
- Miles driven vs. customer time
- Accident reporting

WEX telematics also helps manage compliance, ensures timely vehicle inspections, and reduces paperwork with electronic logs. Additionally, when you combine these Services with our in-cab camera options, you can identify risky driver behaviors, capture video of critical events and easily recreate accidents to share with insurance or police.

In addition to our in-house solution, we integrate directly with most US-based telematics service providers, including Geotab & GPS Insights, to ensure integrated fuel data that enhances our customers' telematics experience.

WEX FLEET PLUS CARD

Since our founding as a fuel card company in 1983, we have expanded our scope to become an innovative global leader in payment solutions. One key differentiator in the Mobility segment is the enhanced data and controls we provide fleet operators based on our proprietary closed loop payments network.

Looking forward, WEX is expanding the suite of card offerings to include WEX Fleet Plus, a one-card solution that combines WEX's current closed loop fleet card product with enhanced acceptance via the Mastercard network for non-fuel vehicle-related purchases. The product allows for both WEX and Mastercard transactions with one card, managed under a single account, utilizing one credit line, and detailed within one invoice and reporting package. Our research and testing indicates that the WEX Fleet Plus card will be a compelling product in the marketplace.

VEHICLE MAINTENANCE AND REPAIR

WEX offers several maintenance purchasing solutions to support customer needs. Currently, the WEX Card is accepted at over 45,000 maintenance locations, including Jiffy Lube, Valvoline, and Bridgestone/Firestone, and can be used to purchase tires, transmissions, brakes, mufflers, oil changes, glass replacement, car washes, and other routine vehicle maintenance products.

In addition to the card-based product described above, we are beta testing a cardless auto repair option that saves time, operational headaches, and money. This auto repair product offers digital order approval (eliminating phone calls between managers and repair shops). Approvals are per-repair-order-per-vehicle. This means a streamlined approval and payment process that keeps you in control by eliminating

		plastic cards while reducing operational costs, allowing for auto repair discounts, and ensuring quick, efficient turn-around time. One of our largest customers is piloting this program and saving hours of operational labor and thousands of dollars. PRIVATE SITE INTEGRATION AND REPORTING Our private site program allows Sourcewell customers to activate their privately owned onsite bulk fuel tanks using the WEX Fleet Card, which allows for increased security and asset-level fuel usage reporting on bulk fuel. WEX captures Prompt ID and odometer information, authorizes the card swipe, and provides integrated reporting of Private Site transactions with the customer's retail transactions while excluding onsite fuel transactions from the customer's invoice. Private Site Reporting consolidates tracking of onsite and retail fuel transactions into one comprehensive report, allowing you to monitor private transactions for abuse through purchase controls at the point of sale using your WEX card. Your customers receive in-depth reporting of onsite fuel transactions at the vehicle level, integrated with retail fuel purchases. The system is designed to exclude onsite fuel transactions from your invoice while providing consolidated, comprehensive vehicle-level reporting. Once installed, card readers are required to retain reportable information so your agency customers don't have to. Just like a retail transaction, the driver initiates data capture by entering their Prompt ID and odometer. The card reader provides the fuel type, gallons, PPG as programmed in the card reader, and total sale. Upon receipt, WEX integrates this key information into a fleet's usage reporting.	
73	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	N/A.	*
74	Describe and demonstrate available features or controls that assist with mitigation of fraud, waste, and/or abuse for all solutions offered.	In 2025 WEX is investing in additional fraud detection tools including case management and alerting systems, and implementing AI fraud detection in our call centers. One of the most significant advantages the WEX proprietary closed-loop card program offers over an open-loop solution is our custom-built network. The WEX Card can only be used at accepting fuel, charging, and maintenance locations, and transactions authorize only after the driver enters a valid Prompt ID and odometer at the time of purchase.This is the first line of defense against unauthorized or fraudulent spending, either of which could more easily occur with an open-loop credit card that can be used at any type of retailer. WEX works with state and local law enforcement in an effort to prosecute those who commit fraud. Our Fraud Department also provides recommendations to help reduce fraudulent activity, and proactively works with partners, customers, merchants, and appropriate authorities to minimize losses and prevent such situations from continuing or reoccurring. WEX's Fraud Department performs three primary functions in an effort to proactively identify and mitigate fraud on our customer accounts: - Transaction monitoring. - Identify potentially abusive or fraudulent behavior. - Notify customers when such behavior occurs. Our improved fraud notification process allows Sourcewell customers to quickly and easily identify a suspicious transaction as valid or fraudulent. WEX's fraud team sends up to three emails to the customer's fraud team, or named manager, requesting their response. They simply click the link, which takes them to a landing page listing the transaction(s) in question. From there, simply select "Valid" or "Fraudulent." WEX's Fraud Monitoring System WEX utilizes an advanced 24/7, real-time fraud mitigation system based on Machine Learning technology. The system's artificial-intelligence-based software identifies risky transactions during the authorization process within milliseconds. Transactions above a certain "suspicious level" are declined, while all other transactions pass through. The system continuously "learns" as it aggregates transactions, detecting trends at a portfolio, customer, channel, product, card, and transaction level. The logic within the system is highly adaptable and, as fraud trends are identified, will apply past learning, patterns, and trends to new transactions that stream through	*

		its logic engine. The system has multiple levels of detection which can actually prevent a transaction from being authorized or can flag a transaction for review by the fraud team depending upon scoring logic. The system model maintenance requires no vendor intervention, enabling WEX to update models internally on a daily basis. Lost or Stolen Cards Lost or stolen WEX Cards should be reported immediately to our Customer Service Department by calling the toll-free number, anytime 24x7x365. Customers can also report loss, theft, or unauthorized use of any card or account through WEXOnline. Once a card has been reported lost or stolen, it is immediately invalidated in the WEX system. After cancellation, all electronic authorizations associated with the card are declined at the time a purchase is attempted. Subject to any limitations imposed by applicable law, the customer is liable for all unauthorized use of a card until WEX receives proper notification of loss, theft, or unauthorized use. Partnership Partnership with our customers is critical. Beyond the solutions described above, we enable our customers to monitor and control their expenditures. Through WEXOnline, managers can set predetermined limits on spending amount, purchase frequency, product and service type, and the days and hours during which purchases can be made, while also performing real-time account modifications (e.g., predetermined limits, editing Prompt IDs in response to changes or to prevent theft). They also opt into Real Time Alerts when limits are exceeded in eight purchase categories, including limits on transactions within a time range, gallons per day and allowable fuel types. Our purchase controls allow drivers to purchase essential items and services when needed, but deter them from making excessive or unauthorized purchases. This, in tandem with careful review of all reports (including transaction and exception reports) helps substantially reduce exposure to abuse and fraud, and any associated losses.
75	Demonstrate the acceptance network of payment services offered for all forms of payments such as physical cards, mobile applications, digital, and/or virtual payment services.	PHYSICAL CARDS WEX Fleet Card: A WEX Card can be assigned to a vehicle/asset, driver, or organizational unit (or cost center), enabling the card to capture and track all purchase activity. When the card is used at the point-of-sale device, the driver enters a Prompt ID (either Driver ID or Vehicle ID, depending on your preference) and the odometer reading of the vehicle in order to receive transaction authorization. The Prompt ID, combined with the card and purchase controls, is referenced against the WEX database for verification. Upon successful verification, the transaction is authorized per the customer's purchase controls. The verification and authorization processes act as a security measure, and provide a layer of protection against fraudulent activity. RFID: WEX simplifies paying for and tracking fueling and charging events. Rather than using a different payment method for each charge point operator, your drivers can use a single WEX EV RFID card at any of our growing network of 146,000 public charging stations in North America, including ChargePoint, EVGo, Flo, Blink, AmpUp, Noodoe, EV Gateway, and EVConncet. WEX Fleet Plus: Since our founding as a fuel card company in 1983, we have expanded our scope to become an innovative global leader in payment solutions. One key differentiator in the Mobility segment is the enhanced data and controls we provide fleet operators based on our proprietary closed loop payments network. Looking forward, WEX is expanding the suite of card offerings to include WEX Fleet Plus, a one-card solution that combines WEX's current closed loop fleet card product with enhanced acceptance via the Mastercard network for non-fuel vehicle-related purchases. The product allows for both WEX and Mastercard transactions with one card, managed under a single account, utilizing one credit line, and detailed within one invoice and reporting package. Our research and testing indicates that the WEX Fleet Plus card will be a compelling product in the marketplace. Aviation: WEX customers can manage aircraft fueling, maintenance, and activity with the AVCARD program. AVCARD - a complete purchasing solution for fuel and related aviation services - is a credit card and contract fuel program used by corporate and private flight departments at both domestic and international airports. An AVCARD account integrates with the customer's existing WEX account, so you only need one card program for purchasing fuel and services from all AVCARD acceptors and/or contract fuel suppliers. AVCARD is the most widely accepted aviation credit card, providing fuel access at

7,500 locations in more than 190 countries. With an AVCARD account, customers automatically participate in their Contract Fuel Program, which facilitates savings on jet fuel virtually everywhere in the world. Additionally, AVCARD's online interface allows customers to:

-View and download contact information and a detailed listing of specific services provided (catering, rental cars, hangar, etc.).

-Prearrange fuel and services.

-Log in to obtain contract fuel pricing.

-Request a firm Price Quote by email.

-Report a lost or stolen card online or use the toll-free number during business hours.

WEX customers can sign up and use the convenient features of the AVCARD program at no additional charge.

Marina: Customers can purchase gasoline and diesel fuel at marine fueling locations through a combination of:

-Direct acceptance of the WEX Card at marinas with branded oil locations through electronic point of sale systems

-At any of the more than 9,500 marina locations that accept a Mastercard worldwide. The WEX Card and WEXPay would be used at these accepting locations just like any other fueling location to purchase fuel and related services. Additional terms and conditions apply.

DRIVERDASH MOBILE APP

With DriverDash, a digital wallet version of the WEX Card, drivers authorize EV and fuel transactions from within their vehicle. This app simplifies transactions, reduces the need for physical cards that may be misplaced, and enhances security by mitigating issues like skimming and inaccurate odometer readings. DriverDash captures receipts electronically, so drivers spend less time at the pump and more time on the road.

For conventional fueling, DriverDash is available at approximately 38,000 fueling stations across the continental U.S., including most Shell®, Exxon™, Mobil™, Phillips 66®, Conoco®, 76®, and Valero stations. WEX actively works to expand acceptance among our merchant network.

For EV charging, DriverDash features universal acceptance at our growing network of over 146,000 charging stations coast to coast. DriverDash is also the most secure transaction platform currently available, as the app captures odometer prompts and Prompt ID, and applies your fleet purchase controls to EV transactions for comprehensive data collection and reporting.

WEXPAY

WEXPay is a tool that enables out-of-network purchases at additional merchants in the Mastercard network by utilizing a virtual card interface. Typically used for independent or geographically remote fuel and service sites, this tool reduces the number of out-of-network sites where drivers would have to use an alternative form of payment.

Using WEXPay in conjunction with your WEX Card lets you set the rules for your drivers, controlling merchant, transaction, and even product type limits. We apply those limits to both WEX Card and WEXPay transactions. Expanded coverage combined with integrated reporting and invoicing can further streamline purchasing and operations.

WEX uses Single-Use Account Number technology to authorize a one-time payment to a merchant. The account number provided to the merchant by an automated voice response system (IVR) is fast and secure — good only for that one purchase.

When the merchant calls for authorization, the IVR prompts for card number, card expiration date, prompt ID, purchase amount, and product. The WEX system applies purchase controls based on the product selected by the merchant and collects similar levels of purchase data, including Prompt ID and odometer. Details of the purchase are integrated into your WEX invoice and reports. One card, one invoice, one report with the same controls and service WEX customers expect.

		WEX PAYABLES The WEX Payables solution includes purchasing cards and virtual cards. This product set expands purchasing capabilities beyond the proprietary WEX Fleet card network by utilizing the Mastercard Network. WEX Payables cards, available in both physical and virtual formats, broaden the range of accepting merchants and reduce product restrictions compared to the WEX Fleet Card. This solution is ideal for members who require the flexibility of an open-loop solution rather than a proprietary fleet card.	
76	Demonstrate your capabilities and abilities for payment services and data collection from use at EV charging stations and EV charging networks.	WEX is an e-Mobility Service Provider (EMSP) capable of facilitating EV charging sessions and payments directly from a fleet's existing WEX account. This allows WEX to issue one card that WEX directly integrates with our EV acceptance network partners, preventing a fleet from having to have multiple accounts with various networks, manage card-on-file payments, and download and manage multiple apps. All of the data flows back through a fleet's WEX account, like any other payment, allowing the fleets to have one place to manage all driver payments for consolidated reporting and one invoice on the fleet's existing line of credit with WEX. RFID WEX simplifies paying for and tracking fueling and charging events. Rather than using a different payment method for each charge point operator, your drivers can use a single WEX EV RFID card at any of our growing network of 146,000 public charging stations in North America, including ChargePoint, EVGo, Flo, Blink, AmpUp, Noodoe, EV Gateway, and EVConncet. You can use your WEX account for all fueling and charging transactions, and receive one integrated invoice and set of reports. Transactions initiated with an RFID do not currently go through our authorization process. This is because: - Chargepoint operators/networks currently work on a whitelist process for access, granting permission to charge when an RFID is used to initiate a transition - Most charging stations are not capable of prompting or input from drivers, so the transaction data and controls applicable to physical forms of payment (like RFID) are limited DRIVER DASH DriverDash, a digital wallet version of the WEX Card accepted at all 146,000 public charging stations in the WEX network, is the most secure, data-rich EV transaction platform currently available.The app captures odometer prompts and Prompt ID, and applies your fleet purchase controls to EV transactions for comprehensive data. Drivers authorize transactions from within their vehicle, and use the app to simplify transactions, reduce the need for physical cards that may be misplaced, and enhance security by mitigating issues like skimming and inaccurate odometer readings. DriverDash also supports Digital Instant Issuance functionality. Once the account is set up, WEX can replace physical cards lost, stolen, or damaged with a digital card within an hour. DriverDash also features route-planning functionality, allowing drivers to plan routes while factoring in variables like battery level, added weight, climate control usage, and more.	*

Table 7B: Depth and Breadth of Offered Solutions

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Examples	Offered *	Comments	
77	Payment solutions for:	Fuel, oil, fluids for vehicles, aircraft, watercraft	(•) Yes ( ) No	Please see Table 7A, which describes our product categories (fuel, oil, fluids, etc.). Table 7A also describes our AVCARD (aircraft) and Marina payment options.	*

78		Electric vehicle charging and station fees	◉ Yes ○ No	Please see Tables 5A and 7A which describe WEX's comprehensive En-Route, At-Home, Depot, and EV analytics offerings.	*
79		Vehicle, aircraft, and watercraft-related maintenance, repairs, supplies and services	◉ Yes ○ No	Please see Table 7A, which describes our AVCARD (aircraft) and Marina payment options.	*
80	Complementary offering of services, including, but not limited to:	Card issuance, replacement and account customization	◉ Yes ○ No	The standard WEX Card contains both a traditional magnetic strip, and an embedded microchip which increases data security by encrypting information while reducing potential for white plastic or card-card counterfeiting. Account and card information are read at the point of sale, and validated in our systems with Level III data obtained during the transaction. The standard card expiration term is five years (60 months) for chip cards due to their thicker, sturdier plastic. WEX begins the card renewal process 45 days prior to expiration to ensure that drivers are never without an active card. Numbering and Customization Our customization capabilities include two lines for identification: The first line usually designates the account, while the second line identifies the associated equipment or driver. Each line accommodates up to 32 characters. The account number, card number, and expiration date are displayed on the front of the card, and the card's number, expiration date, and prompt are embedded in the card's technology. Card Delivery and Replacement WEX processes requests for new or replacement cards (due to loss, damage, theft, etc.) within one business day. WEX Cards can be delivered using the carrier specified by the customer (e.g., the U.S. Postal Service for standard shipping, or FedEx for expedited orders). For expedited shipping, you may use your own shipping account, or be charged a fee. Card Assignment and	*

				Transaction Authorization A WEX Card can be assigned to a vehicle/asset, driver, or organizational unit (or cost center), enabling the card to capture and track all purchase activity. When the card is used at the point-of-sale device, the driver enters a Prompt ID (either Driver ID or Vehicle ID, depending on your preference) and the odometer reading of the vehicle in order to receive transaction authorization. Each Prompt ID can be assigned to one, many, or all cards on the WEX account. WEX can generate Prompt IDs at random, or you may assign them. This four (4) or six (6) digit number can be assigned to a driver, vehicle/asset, or organizational unit on the WEX account (based on the type of card preferred). For example, for driver-assigned cards, the driver would enter a Prompt ID associated with the vehicle; conversely, vehicle-assigned cards typically associate the Prompt ID with the driver. The Prompt ID, combined with the card and purchase controls, is referenced against the WEX database for verification. Upon successful verification, the transaction is authorized per the customer's purchase controls. The verification and authorization processes act as a security measure, and provides a layer of protection against fraudulent activity.	
81		Transaction processing and payment settlement, transaction statement and reporting	(•) Yes ( ) No	Please see Table 6A which describes our payment options. Please see Table 5A which details our transaction statement, reporting, and analytics.	*
82		Fleet data analytics, integrated telematics	(•) Yes ( ) No	Please see Table 5A, which describes our analytics, reporting, and telematics solutions.	*
83		Private-site fuel location payment or data services	(•) Yes ( ) No	Please see Tables 5A and 5B, which describe our private-site fuel payment and data services	*
84		Digital and mobile applications	(•) Yes ( ) No	Please see Tables 5A and 7A which describe our WEXConnect (fuel finding), and DriverDash (digital wallet) mobile applications.	*

85		Training and technical and customer support	◉ Yes ○ No	Please see Table 3, which describes our Account Management, Technical, and Customer Support. Please see Table 5A, which describes our training program.	*

Table 8: Exceptions to Terms, Conditions, or Specifications Form

Line Item 86. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	◉ Yes ○ No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - WEX Sourcewell Pricing Documents.zip - Monday March 03, 2025 15:18:02
- Financial Strength and Stability - WEX-Annual-Report-2023.pdf - Friday January 17, 2025 08:05:42
- Marketing Plan/Samples - WEX_Public Sector Marketing Example.pdf - Thursday February 20, 2025 11:31:22
- WMBE/MBE/SBE or Related Certificates - WEX Vendor Inclusion and Diversity Program Overview.pdf - Thursday February 20, 2025 12:00:22
- Standard Transaction Document Samples - WEX Sourcewell Standard Transaction Documents.zip - Monday March 03, 2025 16:13:05
- Requested Exceptions - WEX Sourcewell Exceptions and Account and Services Agreement.zip - Monday March 03, 2025 15:18:23
- Upload Additional Document - WEX-2023-Sustainability-Report.pdf - Tuesday February 25, 2025 15:20:24

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jason Price, President & CEO, WEX Bank

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_RFP_030625_Fleet_Payment_Solutions Wed February 26 2025 02:54 PM	☑	2
Addendum_3_RFP_030625_Fleet_Payment_Solutions Tue February 25 2025 01:01 PM	☑	2
Addendum_2_RFP_030625_Fleet_Payment_Solutions Fri February 21 2025 02:16 PM	☑	1
Addendum_1_RFP_030625_Fleet_Payment_Solutions Thu January 16 2025 03:40 PM	☑	2

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RFP #030625
REQUEST FOR PROPOSALS
for
Fleet Payment Solutions with Related Services

Proposal Due Date: March 6, 2025, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Fleet Payment Solutions with Related Services to result in a procurement solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than March 6, 2025, at 4:30 p.m. Central Time, and late proposals will not be considered.

SOLICITATION SCHEDULE

Public Notice of RFP Published:	January 16, 2025
Pre-proposal Conference:	February 12, 2025, 10:00 a.m., Central Time
Question Submission Deadline:	February 26, 2025, 4:30 p.m., Central Time
Proposal Due Date:	**March 6, 2025, 4:30 p.m., Central Time** Late responses will not be considered.
Opening:	March 6, 2025, 4:30 p.m., Central Time See RFP Section V.G. "Opening"

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I. ABOUT SOURCEWELL

A. SOURCEWELL

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and master agreement award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements (including Canadian Free Trade Agreement, Ontario-Quebec Trade and Cooperation Agreement, and Canada-European Union Comprehensive Economic and Trade Agreement, as applicable), and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and master agreement expanding the reach of awarded suppliers' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING MASTER AGREEMENTS

In the United States, Sourcewell's master agreements are available for use by:

- Federal and state government entities;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's master agreements are available for use by current and future members including:

- Federal, provincial, and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Indigenous self-governing bodies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be

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limited to the cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest; and
- Canoe procurement group of Canada's current and future members. Canoe members include:
    - Federal, provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
    - Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;
    - Indigenous self-governing bodies;
    - Airport authorities;
    - Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities; and
    - Canoe procurement group of Canada's current and future partner associations, including Saskatchewan Association of Rural Municipalities, Association of Manitoba Municipalities, Local Authorities Services/Association of Municipalities Ontario, Nova Scotia Federation of Municipalities, Federation of Prince Edward Island Municipalities, Municipalities Newfoundland Labrador, Union of New Brunswick Municipalities, Northwest Territories Association of Communities, Association of Yukon Communities, CivicInfo BC, Association and their current and future members.

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country): https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator.

Participating Entities typically access master agreements for equipment, products, or services through a purchase order issued directly to the awarded supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell master agreements is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In addition, where applicable, other purchasing cooperatives and procurement officials receive notice and are encouraged to re-post the solicitation opportunity.

Proof of publication will be available at the conclusion of the solicitation process.

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C. INTERGOVERNMENTAL SUPPORT AGREEMENTS

Pursuant to 10 U.S.C. § 2679, United States Department of Defense authorized installations may access Sourcewell's awarded cooperative purchasing master agreements through an Intergovernmental Support Agreement with Sourcewell. All transactions completed through this Intergovernmental Support program are directly facilitated by Sourcewell and may be subject to additional terms and conditions.

II. SOLICITATION DETAILS

A. SOLUTIONS-BASED SOLICITATION

This RFP and master agreement award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, school district, or regional cooperative.

1. Sourcewell is seeking proposals for Fleet Payment Solutions with Related Services, such as:

    a. Payment solutions for fuel, oil, and fluids for vehicles, aircraft, and watercraft, including gasoline, diesel fuel, alternative fuels, natural gas, propane, aviation fuel, lubricants, and fluids;

    b. Payment solutions for electric vehicle charging, station fees; and,

    c. Payment solutions for, vehicle, aircraft, and watercraft-related maintenance, repairs, supplies and services, including oil changes, tire repair, replacement, alignment and balancing, replacement parts, emergency repairs, roadside assistance and towing services, wash or detail services, inspections and certification services, FBO or marina services, and related parts or supplies.

2. In addition to the card, mobile application, digital, and virtual payment services identified in Section II. B. 1. a. – c. above, Proposer may include a complementary offering of services, including, but not limited to card issuance and replacement, account customization, transaction processing and payment settlement, transaction statement and reporting, fleet data analytics, integrated telematics, private-site fuel location payment or data services, digital and mobile applications, training, and technical and customer support.

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3. This solicitation does not include that equipment, products, or services covered under categories included in pending or planned Sourcewell solicitations, or in master agreements currently maintained by Sourcewell, identified below:

a. Fleet Management Services (RFP #030122);
b. Fleet Electrification Transition Planning, Management, and Related Services (RFP #051123);
c. Garage and Fleet Services (RFP #031224);
d. Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services (RFP #081524);
e. Software Solutions and Related Services for Public Sector and Education Administration (RFP #060624);
f. Fleet Management and Related Technology Solutions (RFP #102924); and,
g. Electric Vehicle Supply Equipment and Related Services (RFP #021825).

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment-only or products-only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting master agreement. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting master agreement.

Sourcewell encourages suppliers to offer the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

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1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. PROSPECTIVE MASTER AGREEMENT TERM

The term of any resulting master agreement(s) awarded by Sourcewell under this solicitation will be four years. Sourcewell and supplier may agree to up to three additional one-year extensions based on the best interests of Sourcewell and its Participating Entities. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

E. ESTIMATED MASTER AGREEMENT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from master agreements resulting from this RFP are anticipated to be USD 500 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the master agreement(s) awarded from this RFP; however, sales and sales volume from any resulting master agreement are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The proposer's Marketing Plan should demonstrate proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as proposer's sales and service capabilities. It is expected that proposer will promote and market any master agreement award.

G. ADDITIONAL CONSIDERATIONS

1. Master agreements will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. A proposer may submit only one proposal. If related, affiliated, or subsidiary entities elect to submit separate proposals, rather than a single parent-entity proposal, each

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such proposal must be prepared independently and without cooperation, collaboration, or collusion.

3. If a proposer works with a consultant on its proposal, the consultant (an individual or company) may not assist any other entity with a proposal for this solicitation.
4. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves the right to verify proposer's information and may request clarification from a proposer, including samples of the proposed equipment or products.
5. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
6. A proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell master agreement may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
   a. **Line-item Pricing** is pricing based on each individual product or service**.** Each line must indicate the proposer's published "List Price," as well as the "Master Agreement Price."
   b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any master agreement resulting from this RFP.
2. The proposer's not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the agreed upon price.
3. Stated in U.S. and Canadian dollars (as applicable).
4. Clearly understandable, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to

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the proposer. Additionally, proposers should clearly describe any unique distribution and/or delivery methods or options offered in the proposal.

B. ADMINISTRATIVE FEES

Proposers awarded a master agreement are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting master agreements. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. MASTER AGREEMENT

Proposers awarded a master agreement will be required to execute a master agreement with Sourcewell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the master agreement reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the proposal being disqualified from further review and evaluation.

To identify any exception, or to request any modification, to Sourcewell's standard master agreement terms, conditions, or specifications, a proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the "Documents" section of the "Bid Details" page on the Sourcewell Procurement Portal and uploaded as part of its response. Only those exceptions noted at the time of the proposal submission will be considered.
Exceptions must:

1. Clearly identify the affected article and section.
2. Clearly note the requested modification; and as applicable, provide requested alternative language.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the master agreement document provided to the awarded supplier for signature.

If a proposer receives a master agreement award resulting from this solicitation it will have up to 30 days to sign and return the master agreement. After that time, at Sourcewell's sole discretion, the master agreement award may be revoked.

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V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP and Sourcewell's competitive procurement process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

All questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the proposer by checking the box for each addendum. It is the responsibility of the proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the proposer's proposal status to INCOMPLETE. The proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its proposal (and up to the Proposal Due Date). If the proposer's proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

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1. make any required adjustments to its proposal;
2. acknowledge the addenda; and
3. ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcewell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the proposer has obtained this solicitation document from a third party, the onus is on the proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Sourcewell Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential master agreement award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a master agreement award and may subject the proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

1. In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
2. Complete. A proposal will be rejected if it is conditional or incomplete.
3. Submitted in English.

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4. Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a proposer may withdraw its proposal.

G. OPENING

The Opening of proposals will be conducted in the Sourcewell Procurement Portal immediately following the proposal due date and time. To view the list of proposers resulting from the opening, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed."

Members of the public may attend the Opening at Sourcewell's office located at 202 12th Street NE, Staples, MN to hear the results.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more master agreements to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities.

Factors to be considered in determining the number of master agreements to be awarded in any category may include the following:

1. Total evaluation scores (giving consideration to natural breaks in the scoring of responsive proposals);
2. The number and geographic location of highest-scoring proposers that offer:
    a. A comprehensive selection of the requested equipment, products, or services;
    b. A sales and service network ensuring availability and coverage for Participating Entities' use; and
    c. Other attributes of the proposer or contents of its proposal that assist Participating Entities in achieving environmental and social requirements, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell has any knowledge about a specific supplier or product.

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B. AWARD(S)

Award(s) will be made to the highest-scoring proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (a copy is available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	Pass/Fail
Financial Viability and Marketplace Success	50
Ability to Sell and Deliver Solutions	150
Marketing Plan	100
Value Added Attributes	100
Depth and Breadth of Offered Solutions	200
Pricing	400
TOTAL POINTS	**1000**

C. PROTESTS OF AWARDS

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received, and time stamped at the Sourcewell office by 4:30 p.m., Central Time, no later than 10 calendar days following Sourcewell's notice of master agreement award(s) or non-award. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal's content will not be entertained.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;
- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; and
- Protest bond in the amount of $20,000 (except where prohibited by law or treaty).

Protests that do not address these elements will not be reviewed.

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D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any master agreement, and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for master agreements or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a proposal;
- Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a master agreement if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a master agreement to one or more proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting master agreement. It is the proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law. Sourcewell may reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

Sourcewell will not consider the prices submitted by the proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a proposer is not considered trade secret under the statutory definition.

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This WEX ACCOUNT AND SERVICES AGREEMENT and PARTICIPATING ADDENDUM UNDER SOURCEWELL MASTER CONTRACT No. 030625, together with the related credit application, schedules, and amendments (collectively, the "Agreement") govern the establishment and use of one or more accounts and associated cards and services provided by WEX Bank, a Utah industrial bank ("Issuer"), to the business that has been approved by Issuer to receive such account(s) and services ("Customer"). Issuer and Customer may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

GENERAL TERMS

1. Use of Account.

1.1 Subject to the terms and conditions of the Agreement and Issuer's approval of Customer, Issuer agrees to provide one or more Accounts and associated Cards for Customer's use. Issuer will process Transactions on the WEX Network or on a Third Party Network as specified in the applicable Schedule. Customer and Account Users designated by Customer may only use the Account in accordance with this Agreement. Any Affiliate of Customer may participate under this Agreement if such Affiliate **(a)** agrees to the terms of this Agreement by executing an Affiliate Agreement Form as provided by Issuer, and **(b)** is approved by Issuer in its sole discretion.

1.2 Customer agrees that the Account and associated Card(s) may only be used for business purposes, and not for any personal, family, or household purposes, or for any purchase of lottery tickets or other games of chance, gift cards, pre-paid cards or other cash equivalent charges, all of which are prohibited. Customer shall maintain and comply, and shall ensure that Account Users comply, with its policies and controls to ensure strict compliance with the foregoing.

1.3 In connection with Customer's use of the Account, Issuer will provide access to Issuer's online account management system, websites, mobile applications, or other electronic online products, as applicable (each and collectively, the "Online Portal"), for Customer and its Account Users to manage the Account and Cards, view Transactions, and run reports. The Online Portal may only be used in connection with Customer's use of the Account and subject to the policies and terms of use posted therein, the terms of this Agreement, and any additional terms and conditions otherwise provided or made available to Customer by Issuer. Access to and use of the Online Portal by Customer and designated Account Users shall also be in accordance with, and subject to, Issuer's security protocols and policies including, without limitation, third-party user agreements and terms and conditions. Customer shall not, and shall ensure Account Users do not, tamper with, compromise, or attempt to circumvent any physical, technical, or administrative controls or security measures or otherwise compromise the security of the Online Portal.

2. Account Users.

2.1. Customer shall designate Account Users as well as those contacts authorized to: **(a)** provide Issuer with the information necessary to establish and maintain Account(s), Cards, and IDNs; **(b)** provide all Account User information and other information; **(c)** receive all Account numbers, Cards or reports; **(d)** receive other Account information; and **(e)** select additional products and/or services that may be offered by Issuer or any of its Affiliates. Customer remains liable for any Unauthorized Use until Issuer receives notice of any change in or removal of any Account User or contact. Issuer is authorized to take instruction from any Account User or contact with actual, implied or apparent authority to act on Customer's behalf, and unless Customer reports any errors in the provided information, Issuer is entitled to rely on that information for servicing the Account. Customer shall ensure that each Account User complies with the terms and conditions of this Agreement. Customer is liable for any misuse of Cards or Accounts.

2.2. Customer will provide prompt notice of any change or removal of any contact or Account User or any revocation of any Account User's authority, either in writing, by telephoning Issuer's customer service department, or through the Online Portal. Customer shall remain liable for all Transactions and Unauthorized Use until such notice is received by Issuer and Issuer has a reasonable time to act on the notice, notwithstanding whether any such use is consistent with any limitations on use imposed by Issuer.

2.3. Customer agrees to keep IDNs confidential and ensure that its personnel and Account Users do not disclose any IDN. Customer is liable for any Unauthorized Use that results if Account User or other personnel discloses an IDN or writes an IDN on a Card, even if the disclosure is inadvertent or unintentional. Customer shall not provide actual, implied or apparent authority to any Person to use a Card or the Account except for an Account User.

3. Credit Limit and Authorizations.

3.1 Issuer may in its sole discretion extend credit and establish Accounts. Issuer may, at any time, investigate the financial condition of Customer or as applicable, its Affiliates. If Customer is not a publicly traded Customer, at the request of Issuer, Customer shall promptly furnish Issuer with copies of its most recent financial statements acceptable to Issuer that were prepared no later than one hundred twenty (120) days following the end of its fiscal year. Customer shall provide financial statements prepared in accordance with generally accepted accounting principles consistently applied and shall be in accordance with the books and records of Customer. Any financial information submitted shall be kept confidential by Issuer.

3.2 Issuer will inform Customer of the Credit Limit assigned to the Account. Customer shall ensure that the balance of the Account does not exceed the assigned Credit Limit. Issuer may change the Credit Limit in its sole discretion without prior notice, except as may be required by applicable law. Issuer may, but is not required to, permit Customer to exceed its Credit Limit. Customer must comply with the Credit Limit even if Issuer has previously permitted Customer to exceed the Credit Limit. If Customer exceeds its Credit Limit, at Issuer's request, Customer shall immediately pay the amount over the Credit Limit and any associated fees as set forth in the applicable Schedule or the entire balance due on the Account.

3.3 Issuer may suspend an Account or refuse to authorize any Transaction in its sole discretion for any reason, and specifically in the event that: (a) any balance is past due; or (b) the amount of the Transaction plus the outstanding balance

(including Transactions authorized but not yet posted) exceed the Credit Limit.

4. Card Controls.

4.1 Customer may request via the Online Portal that Card Controls be applied to the Account. The availability and effectiveness of Card Controls are dependent upon each merchant's adoption of WEX Inc.'s ("WEX") Card specifications and the information, including product codes that the merchant transmits to Issuer. The product codes are assigned by each merchant and not by Issuer. Card Controls for Cards processing Transactions on a Third Party Network may also be dependent on information provided by the Third Party Network provider, such as their categorization of the merchant. In addition, some Card Controls are not enforceable at point-of-sale terminals due to equipment restrictions at the merchant location. There are inherent limitations on the ability of Card Controls to limit the use of Cards in the manner intended.

4.2 Issuer may, in its sole discretion and without prior notice, modify Card Controls for the purpose of, among others, the prevention of suspected fraudulent activity. Issuer may apply default Card Controls on its portfolio of accounts. Issuer will use reasonable efforts to inform Customer after any modification to a Card Control setting is made. Customer shall review and manage the account set-up for all Cards based on Customer's specific purchasing needs. Customer agrees it is responsible for reviewing fraud control data provided by Issuer for the purpose of detecting fraud that may occur within Card Control parameters.

4.3 Default Card Control values are modified through the Online Portal. More detailed information and certain limitations regarding Card Controls are provided online. Only Transactions submitted for authorization are subject to Card Controls and those Card Controls can only be enforced when the merchant provides sufficient information as part of the authorization.

4.4 Card Controls are provided for the convenience of Customer in its efforts to manage usage of Cards and the Account. Issuer encourages Customer to set Card Controls in a manner that Customer determines is most likely to conform usage of Cards and the Account to the purposes determined by Customer. However, Issuer is not responsible for the prudence of any particular Card Control level selected by Customer. Customer shall be liable for all Transactions, regardless of Card Control settings selected by Customer or the effectiveness of such controls.

5. Billing and Payments.

5.1 Issuer will provide or make available to Customer Transaction data or a billing statement, as applicable, for each Billing Cycle in which the Account has activity. Customer agrees to pay Issuer in full on or before the relevant cutoff time on or before the Due Date, as specified on the billing statement. Customer is encouraged to receive billing statements electronically and make payments electronically to ensure that each payment posts by the applicable Due Date.

5.2 Customer will pay Issuer for all credit extended under the Account, as well as any fees and charges, as provided in this Agreement. Customer is liable for all Transactions on the Account to the fullest extent permitted by applicable law, except as expressly provided in this Agreement. Customer may pay the entire balance of the Account or a portion of it, at any time prior to its Due Date without penalty.

5.3 All payments must be made in United States dollars, using checks or similar payment instruments drawn on financial institutions in the United States or by payment through the Automated Clearing House network in accordance with Issuer's requirements.

5.4 Regardless of payment method, Customer must ensure that Customer's account number is provided with the payment. Failure to do so will cause processing delays in posting the payment to the Account. Payments that are received at locations other than the address specified on the billing statement, or that do not otherwise comply with instructions on the billing statement or the Agreement, may be delayed in posting.

5.5 Payments will be applied first to fees and then to other amounts owing on the Account. Issuer, in its sole discretion, may determine when to restore available credit in the Credit Limit after crediting a payment to an Account.

5.6 Customer may be offered discounts and/or rebates from time to time. Such discounts and/or rebates may be suspended, modified, or discontinued at any time without prior notice and may not be applicable to all product types. In addition, certain conditions in order to earn or receive the rebate or discount, such as but not limited to, maintaining the Customer's Account in good standing, will apply and be provided to Customer when such offers are made.

6. Additional Products and Features

6.1 Reports. Issuer provides Transaction data for the Account to the Customer as transmitted by merchants. Issuer will report the data received from merchants and as such is not liable for the accuracy or completeness of the data received, posted, or contained in any specialty reports, management reports, data services, or other information services provided. Customer is responsible for reconciling that data. In addition, Customer understands that in the event an error is identified in a report, such as an incorrect product code, Customer is still liable for the Transaction, but may follow the dispute process as described in this Agreement.

6.2 Modifications. Issuer will deliver to Customer enhancements, updates or upgrades to the Cards, Accounts, and Card Controls that Issuer makes generally and commercially available to other similarly situated customers without any additional fee. In the event Customer requests additional modifications, including to the online application, and Issuer makes a reasonable business determination that the requested modifications or technical support entail specialized modifications or services different from the kind or amount provided to other similarly situated customers (including, but not limited to, custom software or operational development work or assistance to enable interfacing with a non-supported, unusual, or proprietary system), Issuer will inform Customer if the requested modification may be available as a service from an Affiliate of Issuer, subject to additional fees and other applicable terms as set forth in a separate statement of work as agreed between such Affiliate and Customer. Issuer, in its sole discretion, may decline to make any modifications, including if such modifications will impact other customers of Issuer. Issuer may, at any time, elect to terminate or modify products or services described in this Agreement, or provided in connection with the Account in which Customer or an

Account User has enrolled, upon thirty (30) days' prior written notice to Customer, and without such notice due to changes in law or if required by regulatory authorities.

7. Late Fees.

7.1 If Customer fails to make payment in full by the applicable Due Date, or a payment is returned (each a "Payment Default"), then a fee (the "Late Fee") will apply as set forth in the applicable Schedule. Customer will be considered to have made a payment to Issuer on an Account only when the payment is posted to the Account as provided in this Agreement.

7.2 Issuer will not charge a Late Fee if the unpaid portion of the invoice as of the Due Date is $10 or less.

8. Other Fees.

In addition to Late Fees, Customer agrees to pay any additional fees and applicable sales taxes in the amounts and as described in the applicable Schedule.

9. Disputed Amounts.

9.1 In General. Customer shall use its best efforts (but in no event less than commercially reasonable efforts) to resolve any disputes regarding Transactions directly with the relevant merchant, including any dispute related to the quality of goods or services that are purchased in a Transaction or any warranty received in connection with a Transaction. For any disputes which cannot be resolved with a merchant directly, Customer may dispute a Transaction if: **(a)** the amount does not reflect the face value of the Transaction (*e.g.*, based on the amount charged by the merchant or reflected in a receipt from the merchant); **(b)** the amount being disputed is a fee that is not properly accrued under this Agreement; or **(c)** Customer does not believe it is liable for the amount, as further described in the applicable Schedule.

9.2 WEX Network. Transactions on the WEX Network must be disputed in writing within sixty (60) days from the billing date or they will be final and binding. All billed charges must be paid in full regardless of reported disputes. Upon receipt of a dispute, including any supporting documentation required by Issuer, Issuer will use reasonable efforts to investigate the dispute. In the event that Issuer determines the dispute is due to an error by Issuer, Issuer will, as Customer's sole and exclusive remedy, correct applicable data or reports, including invoices, if any. If the dispute is related to an act or omission of a merchant, the Transaction may qualify for chargeback to such merchant. Issuer will use reasonable efforts to charge the Transaction back to the merchant in accordance with Issuer's procedures under its merchant acceptance agreement with such merchant. Any chargeback paid by the merchant to Issuer will be credited to the applicable Account. Customer may be liable for the Transaction if the disputed item is not due to an error by Issuer and cannot be charged back to the merchant.

9.3 Third Party Network. If a Transaction is processed on a Third Party Network, such Third Party Network rules shall govern the dispute process, including in the event a longer dispute window is permitted or required. Upon receipt of a dispute, including any required supporting documentation, Issuer will submit the dispute to the Third Party Network provider in accordance with the Third Party Network rules. Customer agrees to pay any costs assessed by the Third Party Network provider in connection with chargebacks (whether successful or not), if applicable. Any chargeback paid by the merchant to Issuer will be credited to the relevant Account. Customer is liable for the Transaction if the Transaction cannot be charged back to the merchant.

10. Unauthorized Use.

10.1 Except as provided in Section 10.3, Customer will be liable to Issuer for all Unauthorized Use: **(a)** that occurs if a Card or Account is lost, stolen or is otherwise compromised; or **(b)** that occurs before Customer provides Issuer with immediate notice as required in this Agreement or by applicable law or card association rules that a Card is lost or stolen or other possible Unauthorized Use of an Account; or **(c)** Issuer determines that such Unauthorized Use could have been prevented by Customer if it had maintained and followed reasonable security precautions and controls surrounding the Cards or Accounts. A failure by an Account User to comply with Customer's internal policy regarding use of an Account or Card does not, by itself, result in Unauthorized Use of an Account or Card. Notwithstanding the foregoing, if a Transaction is processed on a Third Party Network, then in the event the rules applicable to the Third Party Network mandate greater protection for Customer, the applicable Third Party Network rules will prevail.

10.2 If Customer or an Account User knows of or suspects the loss or theft of a Card or Account or possible Unauthorized Use, or if Customer would like to terminate authority of an Account User to use a Card or Account, Customer will report to Issuer immediately via the Online Portal or by calling the customer service number set forth on their Cards or as specified in the applicable Schedule. Customer shall adopt and maintain reasonable security precautions and controls to prevent Unauthorized Use.

10.3 Customer will use reasonable efforts to recover a Card from any Person whose authority to use Customer's Account has terminated or from any unauthorized individual with possession of or access to a Card. Customer will give Issuer and any law enforcement authority reasonable assistance with any investigation and prosecution with respect to Unauthorized Use, including without limitation, obtaining an affidavit or similar written, signed statement from the applicable Account User.

10.4 If Issuer has provided Customer with fewer than ten (10) Cards to access the Account, Customer's liability for Unauthorized Use of a Card will be limited to the lesser of fifty dollars ($50) or the amount of money, property, labor or services obtained by the Unauthorized Use of the Card before notification is provided to Issuer of a lost or stolen Card or potential Unauthorized Use of a Card. The limitation on liability for Unauthorized Use of a Card as described in this Section 10.3 shall apply irrespective of any other provision of this Agreement and this Section 10.3 shall control in the event of any inconsistency between this Section 10.3 and any other provision of this Agreement.

11. Representations and Warranties by Customer.

Customer represents and warrants to Issuer that: **(a)** the person signing this Agreement on behalf of Customer has the requisite power and authority to contractually bind Customer under this Agreement; **(b)** this Agreement constitutes the legal, valid, binding, and enforceable agreement of Customer; and **(c)** Customer's execution and performance of this Agreement **(i)**

does not constitute a breach of any agreement between Customer and a Person other than Issuer, or of any duty of Customer arising at law or in equity, **(ii)** does not violate any law, rule or regulation applicable to Customer, and **(iii)** has been duly authorized by all necessary organizational action of Customer.

12. Other Obligations of Customer.

12.1 Customer shall provide information and documentation requested by Issuer for purposes of Issuer's compliance with federal law related to customer identification and verification, including, but not limited to, name, address, date of birth, and other application information to identify the Customer and/or Account Users

12.2 For Issuer's compliance with banking and credit underwriting standards, Customer shall provide written notice to Issuer: **(a)** in advance of any change to its legal name or in the ownership of Customer; **(b)** in advance of any change in the organizational structure of Customer, including any merger or reorganization, or sale of substantially all of Customer's assets; **(c)** immediately if Customer becomes insolvent or the subject of bankruptcy or insolvency proceedings; or **(d)** immediately after any appointment of a receiver or trustee for the benefit of creditors of Customer.

13. Amendment.

Customer agrees that Issuer may change any part of this Agreement, including without limitation the rates, charges, fees and other terms of this Agreement, and that Issuer may introduce new rates, charges, fees and other terms of this Agreement to the fullest extent permitted under applicable law. Any change in the terms and conditions of the Account may be applied to the outstanding balance on the Account to the extent permitted under applicable law. Issuer will provide at least thirty (30) days' prior written notice to Customer before making any such changes.

14. Term and Termination.

14.1 Term; Termination. This Agreement is effective upon the date of the last signature hereto and will continue for a period of five (5) years (the "Initial Term"), unless earlier terminated pursuant to the terms of the Agreement. Thereafter, the term of the Agreement shall automatically renew for successive one-year periods (each, a "Renewal Term" and collectively with the Initial Term, the "Term"), unless either Party provides written notice of non-renewal to the other Party at least ninety (90) days prior to the end of the Initial Term or the then-current Renewal Term.

14.2 Issuer may terminate this Agreement during the Term for any reason. Issuer will provide notice of termination if required by applicable law, provided that Issuer may terminate Inactive Accounts without notice. Termination of all Accounts will automatically terminate this Agreement. Customer may terminate the Agreement after the Initial Term upon ninety (90) days' prior notice to Issuer, either in writing or by calling the number on the back of Customer's Cards. Issuer's right to terminate this Agreement pursuant to this Section 14 is in addition to Issuer's termination rights otherwise set forth in this Agreement, including without limitation under Section 15 (Default by Customer).

14.3 Termination Fee. In the event of the termination of this Agreement **(a)** by Issuer for cause, or **(b)** by Customer during the Initial Term (other than for a material breach by Issuer if Issuer fails to cure such breach within a reasonable time after receipt of notice thereof), there shall be no refund, in whole or in part, of any payments already made from Customer to Issuer, and Customer shall make all outstanding payments due prior to the date of termination. Customer acknowledges that it would be impractical or extremely difficult to ascertain the actual damages to Issuer in the event that this Agreement is terminated as set forth in (a) or (b) above. Accordingly, in the event of such termination, Customer shall pay a fee for termination ("Termination Fee") as set forth in the applicable Schedule to this Agreement. The Termination Fee shall be liquidated damages, a non-exclusive remedy, and not a penalty. Issuer shall be entitled to recover any costs of collection, including reasonable attorney's fees and costs, incurred in the collection of the Termination Fee. Customer acknowledges that Customer shall have no right to withhold any payment due as a set-off against alleged claims against Issuer and hereby waives any such claim as a defense or counterclaim to termination by Issuer.

14.4 Obligations Upon Termination. In the event the Agreement is terminated by Customer, any rebates payable to Customer by Issuer or WEX, as the case may be, shall immediately terminate and the standard fees set forth in this Agreement (i.e., without any rebate or discount) shall apply for the remainder of the Term. After termination, Issuer shall have a reasonable amount of time to terminate the Account. Customer shall not use a Card or the Account to make a purchase after termination of this Agreement. Customer shall return to Issuer, or provide verification of the destruction of, all Account numbers or Cards. Customer may retain a copy of any records or Account information for archival or data retention purposes.

14.5 Survival. Notwithstanding the termination of the Agreement as set forth herein, the terms and conditions of this Agreement shall continue to apply until all amounts owing with respect to the Account are paid in full (including all amounts owing on an Account and charged under this Agreement) and Customer has performed all of its obligations under this Agreement. Those provisions of this Agreement that by their nature are intended to survive termination or expiration of this Agreement in order to give them full force and effect will survive the termination or expiration of this Agreement, including the Parties' confidentiality obligations.

15. Default by Customer.

15.1 Customer will be in "Default" under this Agreement if: **(a)** Customer fails to perform any obligation under this Agreement; **(b)** a representation or warranty by Customer in connection with this Agreement was incorrect or misleading when made; **(c)** any petition in bankruptcy, insolvency, receivership, or reorganization or proceeding pursuant to any other debtor relief law is filed by or against Customer; **(d)** any order is entered appointing a receiver, custodian, trustee, liquidator, or any other person with similar authority over the assets of Customer; **(e)** there is an insolvency, dissolution, reorganization, or assignment for the benefit of creditors with respect to Customer, or any other material adverse change in the financial condition of Customer; **(f)** any adverse judgment, order or award is entered against Customer that has a material adverse impact on the financial condition of Customer or a detrimental effect on the ability of Customer to perform its

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obligations under this Agreement; **(g)** Customer is in default under any other agreement between Customer and Issuer or its Affiliates; or **(h)** any event described in this Section 15.1(a) through (g) occurs with respect to any Guarantor or any Guarantor repudiates or otherwise defaults in its obligations under a guaranty.

15.2 If Customer is in Default: **(a)** Customer will not have any further right to borrow under this Agreement; **(b)** Issuer may declare all outstanding amounts under the Account to be immediately due and payable; **(c)** Issuer may terminate this Agreement; and **(d)** Issuer will have the right to bring suit and exercise all rights and remedies available under applicable law or in equity. In addition, if Customer is in Default, Issuer may, in its sole discretion, suspend all services and obligations, shorten the Billing Cycle, and change the payment terms. A suspension of services or obligations will not be deemed a waiver of any right to terminate this Agreement, whether as a result of the Default to which such suspension of services or obligations relates or otherwise. Customer agrees to pay any and all costs (including reasonable attorneys' fees) incurred by Issuer in enforcing Customer's obligations under this Agreement. If Issuer suspends all services and obligations, Customer agrees to pay any applicable Reactivation Fee set forth in this Agreement.

16. Foreign Transactions.

16.1 Accounts and Cards are issued for use by Customer's United States based operations. Customer may not distribute a Card to a Person based outside of the United States. If Transactions are made in any country other than the United States, Customer will: **(a)** be billed in U.S. Dollars; **(b)** receive reporting in English; and **(c)** pay the currency conversion fee as set forth in the applicable Schedule.

16.2 Any Transaction made in a foreign currency shall be converted into U.S. Dollars before the Transaction is posted to the Account. The exchange rate between the Transaction currency (the foreign currency) and the billing currency (U.S. Dollars) used for processing an international Transaction is a rate selected by Issuer using rates available in wholesale currency markets for the date that the Transaction is posted by Issuer, which rate may vary from the rate Issuer itself receives, or the government mandated rate in effect at that time. The conversion rate used on the posting date may differ from the rate applicable on the date of the Transaction.

17. Limitations on Liability.

17.1 Issuer and its Affiliates are not liable for any loss sustained by Customer or any other Person resulting from any act or omission by Issuer or any other Person, whether with respect to the exercise or enforcement of its rights or remedies under this Agreement or otherwise, unless the loss is caused by Issuer's gross negligence or willful misconduct. Issuer's liability shall be limited to actual damages incurred by Customer as a direct result of Issuer's gross negligence or willful misconduct. Furthermore, Issuer's liability for actual damages shall not exceed the sum of: **(a)** all fees paid by Customer to Issuer under this Agreement in the twelve (12) month period prior to the date when any claim is made against Issuer; plus **(b)** all other revenue earned by Issuer for all of Customer's Transactions made in the twelve (12) months prior to the date of any claim made against Issuer. In no event will Issuer be liable for incidental, special, consequential or punitive damages and Customer expressly and unconditionally waives any right to such damages. Except as otherwise required under applicable law, Issuer makes no warranty with respect to goods, products, merchantability, or services purchased with a Card or the Account, or through Issuer. Issuer is not responsible for any failure of a merchant to accept the Account or a Card.

17.2 Issuer and its Affiliates are not liable to Customer for any loss, liability or damages that Customer suffers as a result of, related to, or in any way are connected with any Card Control, fraud control or purchase restriction measures Issuer elects to implement from time to time, unless such loss, liability or damage is a direct result of Issuer's gross negligence or willful misconduct.

18. Waiver of Jury Trial.

18.1 THE PARTIES AGREE VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY TO WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY PROCEEDING INSTITUTED IN ANY COURT, ARISING OUT OF THIS AGREEMENT.

18.2 Customer waives personal service of process in connection with any action or proceeding commenced by Issuer in connection with this Agreement, and agrees that service may be made by overnight courier or U.S. certified mail to the last known address in Issuer's records.

19. Dispute Resolution.

19.1 In accordance with the procedures outlined in this Section 19 (Dispute Resolution), any action, dispute, claim or controversy of any kind, whether in contract or tort, statutory or common law, legal or equitable, or under any applicable law, now existing or hereafter arising under or in connection with, or in any way pertaining to, this Agreement ("Dispute") will be resolved expeditiously, amicably, and at the level within each Party's organization most knowledgeable about the Dispute. Throughout the Dispute resolution process, each Party will continue to perform its obligations under this Agreement. No Dispute may be pursued as part of a class action or other representative action; disputes brought as part of a class action, private attorney general or other representative action can be arbitrated only on an individual basis. The arbitrator has no authority to arbitrate any Dispute on a class or representative basis and may award relief only on an individual basis. Disputes of two (2) or more Persons may not be combined in the same arbitration.

19.2 General. The complaining Party's representative will notify the other Party's representative in writing of a Dispute, and the non-complaining Party will exercise good faith efforts to resolve the matter as expeditiously as possible. In the event that such matter remains unresolved ten (10) Business Days after the delivery of the complaining Party's written notice, senior representatives of each Party will confer in an effort to resolve the Dispute. If the Parties do not reach a resolution of the Dispute, it will be resolved by binding arbitration in accordance with the terms of this Section 19 (Dispute Resolution), except as otherwise set forth below. A Party who fails or refuses to submit to arbitration following a lawful demand by any other Party will bear all costs and expenses incurred in compelling arbitration of any Dispute.

19.3 Governing Rules. Arbitration proceedings will be administered by the American Arbitration Association ("**AAA**") and conducted in accordance with the AAA

Commercial Arbitration Rules, or such other administrator and rules as agreed by the Parties. If there is any inconsistency between the terms of this Agreement and any such rules, the terms in this Agreement will control. The arbitration will be conducted at a mutually-agreed upon location in the jurisdiction whose law governs this Agreement, or as selected by the administrator if no agreement can be reached ("**Arbitration Location**"). The Parties hereby waive any claim of *forum non conveniens*. All Disputes submitted to arbitration will be resolved in accordance with the Federal Arbitration Act (Title 9 of the United States Code). All statutes of limitations applicable to any Dispute will apply to any arbitration proceeding. All discovery activities will be expressly limited to matters directly relevant to the Dispute being arbitrated. A judgment upon any award rendered in an arbitration may be entered in any court having jurisdiction.

19.4 No Waiver; Provisional Remedies. The Parties agree that pursuing arbitration of a Dispute will not limit a Party's right to seek provisional or ancillary remedies, including injunctive relief, attachment or the appointment of a receiver, from a court of competent jurisdiction in the Arbitration Location or elsewhere, whether before, after or during any Dispute resolution activity. The exercise of any such remedy will not waive the right of any Party to compel arbitration or referral under this section.

19.5 Arbitrator Qualifications and Powers; Awards. Arbitrators must be active members of the official licensing organization for attorneys in the Arbitration Location or retired judges of the judiciary of the Arbitration Location, with expertise in the substantive applicable law relating to the subject matter of the Dispute. Arbitrators are empowered to resolve Disputes by summary rulings in response to motions filed prior to the final arbitration hearing. Arbitrators: (a) will resolve all Disputes in accordance with the substantive Governing Law as set forth in Section 23.3 (Governing Law); (b) may grant any remedy or relief that a court of the Governing Law jurisdiction could order or grant and such ancillary relief as is necessary to make effective any such award (but in no event will the arbitrator have the authority to award damages that exceed the scope of this Agreement); and (c) will have the power to award recovery of all costs and fees, to impose sanctions and to take such other actions as they deem necessary to the same extent a judge could pursuant to the rules of civil procedure in the Governing Law jurisdiction. Any Dispute in which the initial amount in controversy is One Million Dollars ($1,000,000), or its equivalent, or less may be decided by a single arbitrator. Any Dispute in which the initial amount in controversy exceeds One Million Dollars ($1,000,000), or its equivalent, will be decided by majority vote of a panel of three arbitrators; provided however, that all three arbitrators must actively participate in all hearings and deliberations.

19.6 To the maximum extent practicable, the arbitrators and the Parties will take all action required to conclude any arbitration proceeding within one hundred eighty (180) days of the filing of the Dispute. No arbitrator or other Party to an arbitration proceeding may disclose the existence, content or results thereof, except for disclosures of information by a Party required in the ordinary course of its business, by Applicable Law, or to the extent necessary to exercise judicial review rights as set forth herein.

19.7 In all Disputes, the substantially prevailing Party is entitled to recover its reasonable legal counsel fees, and other legal expenses from the other Party.

20. Confidentiality.

All information furnished by or on behalf or either Party or any Affiliate of Issuer in connection with this Agreement will be kept confidential, using the same degree of care it uses to safeguard its own confidential information (but in no event less than commercially reasonable care), and will be used by the other Party only in connection with this Agreement or as otherwise expressly set forth herein, except to the extent that the information: **(a)** was in the possession of the receiving Party without restriction on disclosure at the time of the disclosure ; **(b)** was provided to the receiving Party by a third party who was not under a restriction on disclosure with respect to such information; **(c)** is or has become publicly available other than through an act or omission of the receiving Party in breach of this Agreement or other restriction on disclosure; **(d)** was independently developed by the receiving Party without reference to the disclosing Party's confidential information or **(e)** is required by law to be disclosed, provided that notice of the disclosure has been given (unless such notice is legally prohibited) to the disclosing Party by the receiving Party, which notice, to the extent practicable, shall be given sufficiently in advance of the proposed disclosure to permit the disclosing Party to contest the validity or scope of the disclosure. Nothing in this section or this Agreement prohibits Issuer from providing any information to its Affiliates or third-party servicers in connection with the operation and maintenance of Account or Cards, and Customer expressly agrees to these disclosures and use of information, provided that such Affiliates and third-party servicers agree to maintain the information in confidence. If Customer requests Issuer to provide Customer's information to any of Customer's third-party service providers in connection to Customer's use of Account or Card, Customer will defend, indemnify and hold harmless Issuer and its Affiliates, and their respective employees, officers, directors, agents, assigns and successors-in-interest against any and all claims, actions, proceedings, demands, judgments, losses, expenses, damages, liabilities, fines or penalties arising from or relating thereto. In addition, Customer agrees and understands that Issuer may use data and statistics generated from Transactions, including to provide or develop additional products and services and as set forth in Section 21 (Program Information). Further, for the avoidance of doubt, Customer may disclose information it is legally required to disclose pursuant to any applicable open records requests laws, provided that Customer will notify Issuer of the request prior to disclosure and honor any provisions of such laws that allow redaction of proprietary or trade secret information.

21. Program Information.

Transaction information related to the Account may be provided to merchants who accept the Card as payment for goods and services. Issuer and its Affiliates own and may use and disclose information obtained by Issuer in operating its card programs, including Transaction information and/or identifiable information of the Customer (collectively, "**Program Information**") for the purpose of operating

Issuer's and its Affiliates' business, delivering, improving, and customizing their respective services, sending communications related to their respective business, and for other legitimate purposes permitted by applicable law. Without limiting the foregoing, Issuer may provide Program Information to its Affiliates and third parties which provide goods or services to commercial enterprises and Customer understands that Issuer, its Affiliates, including but not limited to WEX, and third parties may contact Customer to offer additional products or services. If Customer chooses to enroll in any such product or service offered by Issuer, its Affiliates or a third party, Customer may be required to complete additional enrollment forms or agreements, and/or agree to additional terms and conditions (which may include fees for use) with respect to such products or services. For more information on Issuer's privacy policy, please visit the following website: https://www.wexinc.com/privacy-policy/. Issuer and its Affiliates may use and disclose Program Information that is not identifiable to Customer in industry analytics and other data services or products provided to third parties. Program Information shall be subject to this Section 21 (Program Information) and not Section 20 (Confidentiality).

22. Assignment.

Customer may not assign this Agreement nor any interest, rights or obligations under this Agreement, without Issuer's prior written consent. Any actual or attempted assignment or delegation contrary to the terms of this Section 22 (Assignment) will be null and void. Issuer may, in its sole discretion, assign this Agreement and any of its obligations, transfer any right, or delegate any duty of performance under this Agreement without further notice. The Person to whom Issuer makes any assignment is entitled to all of Issuer's rights under this Agreement, to the extent that those rights were assigned.

23. Miscellaneous.

23.1 Issuer may monitor communications (including telephonic) between its employees and its customers. Customer consents to such monitoring and recording of communications and agrees to inform employees who may be in telephone contact with Issuer's representatives that periodic monitoring of conversations will occur.

23.2 Issuer's obligations under this Agreement shall be excused to the extent that any failure or delay in performance by Issuer is attributable, in whole or in part, to causes or circumstances beyond Issuer's reasonable control including, but not limited to: acts of God, civil disturbance, war, acts of government, natural disasters, pandemic, epidemic events, strikes or any other general labor disputes, widespread technology events, or telecommunication failures.

23.3 Governing Law. This Agreement, and all Disputes, will be governed by and construed in accordance with what the Parties have agreed to regarding governing law in the State's Exceptions Appendix.

23.4 Customer understands and acknowledges that this Agreement and Customer's receipt of Account(s) and services herein are subject to Issuer's approval of Customer. Nothing contained in this Agreement, or the performance by a Party of its obligations under this Agreement, shall result in the Parties having a partnership, co-venture or agency relationship, except to the extent that a Party is expressly designated to act as an agent of the other Party, or render a Party responsible for the debts, liabilities or obligations of the other Party.

23.5 No course of dealing between the Parties, and no delay or omission by Issuer to exercise any right under the Agreement, shall impair such right or be construed to be a waiver of any default, and no waiver by Issuer of any breach of this Agreement will be construed as waiver of any subsequent breach. The authorization of Transactions shall not constitute any waiver, including of Issuer's rights with respect to such Transaction. Any single or partial exercise of any such right by Issuer shall not preclude other or further exercise thereof or the exercise of any other right. No amendment, or other variation of the terms, conditions, or provisions of the Agreement by other than Issuer shall be binding on Issuer unless in writing and signed by an authorized representative of Issuer, and then only to the extent set forth in such writing.

23.6 No Person other than a Party to this Agreement or any Schedule hereto shall have any right to enforce the terms and conditions of this Agreement. No Person, including an Account User, will be a third-party beneficiary of this Agreement.

23.7 Except as otherwise provided in this Agreement, all notices shall be in writing and deemed received (a) when personally delivered, (b) at the time of delivery, if sent via reputable overnight courier with tracking capabilities, or (c) on the fifth Business Day after mailing if sent via postage prepaid certified or registered mail, return receipt requested, to the appropriate Party at the address set forth in the application for credit or at such other address as the applicable Party may indicate from time to time. Additionally, notices may be sent by email via any nationally recognized SMTP delivery service, and deemed received on the day of sending, to Issuer at legalnotices@wexinc.com, to Customer at an email address provided by Customer or normally used by an Account User for business communications with Issuer. For the purposes of this Section, all times are to be the local time in the place of deemed receipt; and if deemed receipt under this Section is not within business hours (meaning 8:00 am to 5:00 pm Monday to Friday on any Business Day), the notice shall be deemed to have been received at 8:00 am on the next Business Day. The Parties agree to waive any claim that an electronic transmission does not satisfy any writing or signature requirements under applicable law. The Parties agree that a photocopy or printed copy of an email constitutes the "best evidence" and an "original" of such a writing.

23.8 Customer agrees that Issuer may: **(a)** include the name, logo, and success stories of Customer on Issuer's website and in press releases, presentations, promotional and sales literature, and advertising materials; and **(b)** identify Customer as a customer in Issuer's published customer list, earnings reports, and in response to third-party inquiries.

23.9 If any portion of this Agreement is held to be invalid, illegal or unenforceable, the remaining portions shall remain in full force and effect and shall continue to be binding upon the Parties.

23.10 This Agreement, any notices in connection with this Agreement, any relevant provisions of Sourcewell Master Agreement No. 030625, and any guaranty of Customer's obligations under this Agreement constitutes the entire agreement among the Parties and supersedes all prior agreements, understandings, and arrangements, oral or written,

among the Parties with respect to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement. This Agreement and any notice may be executed by a Party in the form of an "**Electronic Record**" (as such term is defined in the Electronic Signatures in Global and National Commerce Act at 15 U.S.C. 7001 et seq. (**"ESIGN Act"**)), and an "**Electronic Signature**" (as defined in the ESIGN Act) of a Party that can be authenticated will constitute an original and binding signature of such Party.

23.11 Customer consents to be contacted by Issuer and its agents, representatives, Affiliates, or anyone calling on Issuer's behalf for any and all purposes arising out of or relating to Customer's Account or Card, at any telephone number, or physical or electronic address provided by Customer or an Account User or at which Customer or an Account User may be reached. Customer agrees that Issuer may contact Customer and Account Users in any way, including SMS messages (including text messages), calls using pre-recorded messages or artificial voice, and calls and messages delivered using auto telephone dialing system or an automatic texting system. Automated messages may be played when the telephone is answered, whether by an Account User or someone else. In the event that an agent or representative calls, they may also leave a message on Customer's or the Account User's answering machine, voice mail, or send a message via text.

23.12 In the event of any conflict between the General Terms of this Agreement and the terms of any Schedule hereto, the terms of any such Schedule shall govern unless the General Terms of this Agreement expressly indicates otherwise

23.13 If Customer is a state entity or otherwise subject to a statutory appropriations framework, and any state or federal action eliminates the appropriation or availability of funding needed to make payment pursuant to this Agreement, then Customer shall have the right to terminate this agreement upon thirty (30) days written notice to Issuer. However, Customer will not be entitled to a refund of prepaid fees, Customer remains responsible for all fees for all services actually performed up to the date of termination, and Customer will remain liable for all transactions and agrees to pay Issuer in full.

24. Definitions

24.1 "Account" means a credit line which may be unsecured or secured, or any other account, extended to Customer by Issuer. An Account may be accessed by a Card, an account number, or other approved access method.

24.2 "Account User" means Customer or any other entity or individual that Customer has informed Issuer is authorized to use the Account or a Card. The Account Users may include employees or independent contractors or other users who have been given a Card or access to an Account.

24.3 "Affiliate" means any present or future entity that, directly or indirectly, controls, is controlled by, or is under common control with either Party. For the purposes of this definition of Affiliate, "control" (including "controlled") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of securities or membership interests, as trustee, by contract or otherwise.

24.4 "Billing Cycle" means the time interval between the dates of Customer's regular billing statements. Customer's first Billing Cycle may be shorter than other Billing Cycles. All credit terms will apply in each Billing Cycle including the first Billing Cycle.

24.5 "Business Day" means Monday through Friday, excluding holidays observed by banking institutions in the state of Utah.

24.6 "Card" means an approved Account access method, physical (*e.g.*, plastic), digital or virtual card, account access device, payment device, or other technology, medium or form through which payments are enabled under this Agreement.

24.7 "Card Controls" are a set of authorization tools designed to assist Customer with managing Transactions.

24.8 "Credit Limit" is the amount of credit assigned to Customer's Account as established by Issuer from time to time at its sole discretion.

24.9 "IDN" means the identification number associated with an Account User or Card.

24.10 "Inactive Account" means an Account which has no Transactions for a twelve (12) month period.

24.11 "Due Date" means the date the repayment of the balance of the Account is due as set forth in a billing statement. Such date may be called "Payment Date" in a billing statement.

24.12 "Guarantor" means any Person who guarantees the obligations of Customer under this Agreement.

24.13 "Person" means an individual, corporation, limited liability Customer, partnership, trust, association or any other entity or organization.

24.14 "Schedule" means an attachment to this Agreement which contains additional terms and conditions specific to the products or services to be provided by Issuer or an Affiliate of Issuer to Customer or its Affiliates, and any associated costs or fees.

24.15 "Third Party Network" means a credit card payment network operated by a third party (e.g., Mastercard).

24.16 "Transaction" means the use of a Card or Account to buy goods or services at a merchant that accepts the Card or Account.

24.17 "Unauthorized Use" means the use of the Account or a Card by a Person who does not have actual, implied or apparent authority for such use, and from which the Customer receives no benefit.

24.18 "WEX Network" means the card payment network operated by WEX Inc.

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IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of the Parties as of the dates set forth below and made effective as of the date of the last signature.

Customer	**WEX Bank**
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

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WEX Mobility - NAF Schedule

This WEX Mobility - NAF Schedule ("Schedule") forms a part of the WEX Account and Services Agreement and Participating Addendum under Sourcewell Master Contact No. 030625 between Issuer and Customer ("Agreement") and is subject to the General Terms of the Agreement. Terms that are capitalized but not defined in this Schedule will have the applicable meaning given in the General Terms.

Card Program: **WEX Universal for Government Fleets**

Customer Service Number: 1-866-544-5796 (which may be updated from time to time)

EDGE Network Eligible? **No**

Rates and Fees

Cure Period for Default Annual Interest Rate: Twelve (12) consecutive Billing Cycles without Payment Default.

Program Fees		
Set-up Fee		**WAIVED**
Monthly Card Charge		**WAIVED**
Replacement Card Fee	**Standard Card**	WAIVED
	Chip-enabled Standard Card	WAIVED
	Enhanced Card	WAIVED
Late Fee		**Greater of $75 or 7.99% (for monthly Billing Cycle) of Total Outstanding Balance on the Calculation Date**
Reproduced Reports		$25.00 per request
General Research Fee		$15.00 per hour
Expedited Shipping Fees		Cost varies
International Currency Conversion Fee (WEX Network)		2.00% of the total transaction value
Returned Payment Fee (NSF/ACH)		$50.00 per occurrence
Reactivation Fee		$50.00 per occurrence (max fee of $50.00 per Billing Cycle)
Truck Stop Fee		$3.00 per swipe at a Truck Stop[1]
Paper Delivery Fee		$10.00 per month for paper reporting
Clearview Essentials		WAIVED
Clearview Advanced		$.0.50 per active card, per month
Private Site Transaction Fee		$.0.15 per transaction

[1] At Tier 1 truck stops

Pricing for additional products and services is available upon request or reflected on the applicable schedule or enrollment forms or in the terms of use that Customer must agree to in order to receive the additional products and services.

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Additional Terms and Conditions

A. Definitions.

1. **"Calculation Date"** means the earlier of (a) the posting date for Customer's payment in full of the invoiced amount to its Account, or (b) the last day of the Billing Cycle during which the Payment Default occurred.
2. **"Cross Border Fee"** means a fee applied to any Transaction on a Third Party Network when the country code of the merchant and the country code of the Account User are not the same. As an example, if Customer located in the US and it uses the U.S. issued card to make a purchase in Canada, then the cross-border transaction fee established by the applicable Third Party Network shall apply. The Third Party Network may establish different Cross Border Fees applicable to the card numbers that are issued from different regions.
3. **"Currency Conversion Fee"** means a multi-currency conversion fee applied to any Transaction that is billed through a Third Party Network in a currency other than the contractually agreed upon billing currencies of the BIN used for the Transaction. The Third Party Network will convert the Transaction to the billing currency at the exchange rate determined by such Third Party Network (or its Affiliates) using its currency conversion procedure. The currency conversion rate (which is different from the Multi-Currency Conversion Fee) is generally either a wholesale market rate or a government-mandated rate in effect on the date of conversion. The currency conversion rate used on the conversion date may differ from the rate in effect on the date a Transaction is made.
4. **"Enhanced Card"** means a Card which is capable of completing Transactions on both the WEX Network and a Third Party Network.
5. **"Private Label"** means a Card accepted for payment at limited locations within the WEX Network.
6. **"Standard Card"** means a Card capable of completing Transactions on the WEX Network.
7. **"Total Outstanding Balance"** means the invoiced amount, plus the amount of any unbilled Transactions delivered by a merchant to Issuer, and minus any credits that have been posted to the Account, through the Calculation Date.
8. **"Truck Stop"** means fuel distribution sites owned or operated by Love's, Pilot, Flying J, or Travel Centers of America, and includes (but is not limited to) distribution sites that sell fuel and have islands that can accommodate tractor trailers in addition to providing other services required of the over-the-road trucking market such as vehicle repair facilities, showers, and parking spaces to accommodate tractors and trailers.
9. **"Universal Cards"** means a Card accepted for payment at all locations in the WEX Network.

B. Use of Cards.

1. Customer and Account Users designated by Customer may use the Account in accordance with this Agreement to make purchases at merchants participating in the WEX Network. If Customer is approved for an Enhanced Card, the Account may also be used to make eligible purchases at merchants participating in a Third Party Network.

2. Customer may purchase dyed special fuel using its Account or Cards. Customer acknowledges that all dyed special fuel purchases will be used exclusively for off-road purposes and according to all applicable laws governing its use. Issuer is not liable in any way for any misuse or mishandling by Customer of any dyed special fuel. Upon request from applicable governmental authorities, Issuer may provide information regarding Customer's dyed special fuel purchases without prior authorization from Customer.

3. Customer assumes all risk if Customer chooses to leave a Card at an accepting location for use by its drivers or Account Users and, as such, agrees to pay for all charges made with that Card or on that Account.

C. Billing and Payment.

1. Customer agrees to pay for all Transactions occurring on its Cards or Account(s), plus all accrued Fees as set forth in the table above, including any Late Fees, and applicable sales taxes. The Due Date generally will be between twenty-two (22) days and fourteen (14) days after the end of the Billing Cycle, as designated by Issuer at the time of Account setup, although there may be variations.

2. Payments made by paper check are posted to the Account after processing and must arrive at Issuer at least two Business Days before the Due Date on the billing statement. It can take up to two Business Days to process a check from the time the envelope containing a check arrives at Issuer's facility to posting of the check amount to the Account. For payments not made by paper check, payments made: (a) by 3:30 p.m. ET on a Business Day will be posted on that Business Day; and (b) after 3:30 p.m. ET (or payments made on a day other than a Business Day) will be posted on the following Business Day.

3. If a Payment Default occurs, then a Late Fee will apply to the Total Outstanding Balance. The Late Fee is specified in the table above, not to exceed the amount allowable by applicable law. For Billing Cycles other than monthly, the percentage rate used in the Late Fee calculation will be prorated based on the length of the billing cycle in relation to a monthly billing cycle.
4. In addition to Late Fees, Customer agrees to pay the additional fees in the amounts and as described above. In the event that the Account incurs one or more payments past the payment due date in any 6-month period or makes a payment that is not honored by Customer's bank, Issuer may deem the Customer to be "High Risk" and reserves the right to change the Account's billing cycle, payment terms (days-to-pay), and credit limit.
5. Our billing and payment system provides for various Billing Cycle and payment timing options. In the event your desire to change Billing Cycles you must make a request to Fleet Receivables for a Billing Cycle change. Upon receipt of the request, it will be a minimum of thirty (30) business days to change the Billing Cycle. In addition, any changes to Billing Cycles will not take effect until after the current cycle has closed. Cycle changes cannot be made mid-month or mid-week from monthly to weekly Billing Cycles and cycle changes cannot be made mid-week or mid-month from weekly to monthly billing cycles. Cycle changes can only be made once per calendar year for each billing entity.

D. Reserved.

E. Effect of Termination.

1. **Early Termination Fee**. In the event of the termination of this Schedule or the Agreement (1) by Issuer for cause, or (2) by Customer during the Initial Term (other than for a material breach by Issuer if Issuer fails to cure such breach within a reasonable time after receipt of notice thereof), there shall be no refund, in whole or in part, of any payments already made by Customer to Issuer, and Customer shall make all outstanding payments due prior to the date of termination. Customer acknowledges that it would be impractical or extremely difficult to ascertain the actual damages to Issuer in the event that this Schedule or the Agreement is terminated as set forth in the preceding clauses (1) or (2) of this Section. Accordingly, in the event of such termination, Customer shall pay a fee for termination ("Early Termination Fee") equal to: (A) Issuer's actual costs of implementation of the services for Customer under this Schedule, plus (B) an amount equivalent to the standard monthly Card fee multiplied by the number of Cards active during the month prior to receipt of such termination notice, with such product multiplied by the number of months remaining in the Term, plus (C) the average interchange revenue from the applicable merchant pool projected for the remainder of the Initial Term based on Customer's average volume during the 12 months preceding receipt of such a termination notice. The Early Termination Fee shall be liquidated damages, a non-exclusive remedy, and not a penalty. Issuer shall be entitled to recover any costs of collection, including reasonable attorney's fees and costs, incurred in the collection of the Early Termination Fee. Customer acknowledges that Customer shall have no right to withhold any payment due as a set-off against alleged claims against Issuer and hereby waives any such claim as a defense or counterclaim to termination by Issuer.
2. **Repayment of Any Upfront Investment**. To the extent that Issuer or WEX has paid any incentive amount to Customer in advance, or has paid for or reimbursed Customer for any costs of Customer related to implementation or similar startup expenses, or has made any similar payments to Customer, then the following shall apply: If this Agreement is terminated for any reason, other than a breach by Issuer or WEX, prior to the end of the term during which such upfront investment was made, Customer shall repay to Issuer or WEX, as applicable, the entire amount of the upfront investment. Such payment shall be in addition to payment of the Early Termination Fee described in Section E.1 above.

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Incentives Appendix
to Mobility Schedule

A. Definitions

1. **"Centralized Billing"** meaning Customer and each participating Affiliate, if applicable, each receive one bill and make one payment for their Account(s).
2. **"Direct Debit"** means payment of Customer's (and Affiliates, if applicable) Billing Statement by permitting Issuer to directly debit Customer's (or Affiliates, respectively) bank account. Applicable only if Customer elects to enroll in this payment method using the Direct Debit Enrollment Form, as updated by Issuer from time to time.
3. "**Monthly Gallons**" shall mean all gallons of fuel purchased using Cards at retail locations that are billed during a calendar month. Fuel purchased by participating Affiliates shall be included in the Monthly Gallon calculation. Fuel purchased at Tier 1 Truck Stop locations (currently Flying J, Loves, Petro, Travel Center of America and Pilot) and large general merchandise retail chain locations (i.e., "big box stores") is excluded from the Monthly Gallon amount for purposes of determining the applicable rebate percentage to apply. Due to billing cycle cut off dates and monthly calendar variances invoices for a particular month may contain transactions from the previous month and they may not contain all transactions that occurred during the month in which Customer was invoiced.
4. "**Monthly Retail Transactions**" shall mean the total amount of all purchases made using Cards at retail (not bulk, aviation, mobile or private site) locations that appear on invoices billed to Customer and any applicable Affiliates in a calendar month. Monthly Retail Transactions shall not include: (i) those amounts representing credits, disputed items, fees, late fees or charges posted to your accounts (such as returned check fees, collection costs, administrative fees and reporting fees); (ii) fuel purchased at Tier 1 Truck Stop locations (currently Flying J, Loves, Petro, Travel Center of America and Pilot); (iii) transactions that were billed to you as a repriced transaction (either cost-plus or retail minus) at select merchants; (iv) amounts posted to an Account which has been disputed or associated with a Card that has been reported lost or stolen; or (v) transactions at any large general merchandise retail chain locations (i.e., "big box stores"). Due to billing cycle cut off dates and monthly calendar variances invoices may contain transactions from the previous month and they may not contain all transactions that occurred during the month in which Customer was invoiced.

B. Billing Cycle

1. Billing Cycle: Monthly

In the event that Affiliates are participating, all entities will have the same Billing Cycle and payment term.

C. Financial Incentives paid by Issuer. Issuer shall pay to Customer the following financial incentives subject to the terms and conditions defined below. Customer understands that it is possible to individually qualify or not qualify for any financial incentives set forth herein.

1. Volume Rebate. Subject to the conditions identified below, Issuer shall pay a monthly rebate, in the accordance with the below rebate table, based on all qualified Monthly Retail Transactions charged to Customer's Accounts.

Rebate Table (Monthly)

D. Volume (Gallon Based) Rebate:

Issuer shall pay a monthly rebate of basis points off all Monthly Retail Transactions charged to Customer's accounts on the Program

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Rebate – Members that are participating in a Statewide contract under Sourcewell

Monthly Spend	**Basis Points (Rebate Percentage) to member**
No minimum spend requirement	185 basis points (1.85%)

Rebate Table – Non-State Members

Monthly Spend	**Basis Points (Rebate Percentage) to member**
No minimum spend requirement	100 basis points (1.00%)

a. Calculation. Issuer shall commence calculating the Volume Rebate on the first day of the first Billing Cycle after this Schedule becomes effective. The Volume Rebate will be calculated by determining the applicable rebate factor set forth in the Rebate Table above (the "Rebate Factor"), then by determining if Customer (and any Affiliates) have met the conditions set forth above, thereby qualifying for payment of a Volume Rebate. Lastly, for each qualifying entity, Issuer shall multiply the Rebate Factor by the total dollar amount of that entity's qualified Monthly Retail Transactions to determine the Volume Rebate to be paid. If Customer Affiliates participate, the failure of one Affiliate to qualify for a Volume Rebate does not impact the eligibility of other Affiliates for a Volume Rebate payment.

b. Conditions. The Volume Rebate set forth herein is expressly conditioned on the following:

i. Monthly billing;
ii. Electronic reporting;
iii. Issuer's receipt of payment in full within 26 calendar days of the billing date appearing on your invoice;
iv. Credit approval; and
v. Signing a three year contract.

c. Cost of Lending Adjustment. Issuer may, in its sole discretion, decrease the applicable Rebate Factor by the applicable percentage (the "Adjustment Rate") set forth in the table below for every 0.5% (50 basis points) by which the Effective Federal Funds Rate ("EFFR") exceeds 5.25%. Issuer will evaluate the EFFR on a quarterly basis (based on calendar year) on the last day of the relevant quarter, and will apply the Adjustment Rate, if applicable, to the Volume Rebate with respect to the subsequent quarter. Subsequent to any decrease pursuant to this section, if the EFFR decreases, Issuer may, in its sole discretion, increase the Rebate Factor by the same Adjustment Rate, provided that Rebate Factor will never exceed the amounts set forth in the table above.

BILLING/INVOICING FREQUENCY:	ADJUSTMENT RATE:
Weekly	0.01% (1 basis point)
Bi-Weekly	0.02% (2 basis points)
Monthly	0.05% (5 basis points)

Payment. Volume Rebates for international transactions shall be paid at a rate of 50% of the applicable Rebate Factor. Volume Rebates shall be paid monthly in arrears.

2. Payment Timing Rebate. In addition to the Volume Rebate set forth above, Customer may qualify for an additional rebate based upon Issuer receiving payment prior to the payment due date. Subject to the express conditions below, we will issue a monthly rebate in accordance with the below Payment Timing Table of all Monthly Retail Transactions charged to your accounts (the "Payment Timing Rebate"). Customer shall select the billing cycle and payment frequency for the Agreement by placing an X in the "Election" column in the following Payment Timing Table.

PAYMENT TIMING TABLE

Bill Presentment	Payment Timing Options: Payment in full within the following calendar days of the billing date appearing on your invoice	Basis Points (Rebate Percentage)
Monthly	0	20 basis points (0.20%)
Monthly	1	19 basis points (0.19%)
Monthly	2	18 basis points (0.18%)
Monthly	3	17 basis points (0.17%)
Monthly	4	16 basis points (0.16%)
Monthly	5	15 basis points (0.15%)
Monthly	6	14 basis points (0.14%)
Monthly	7	13 basis points (0.13%)
Monthly	8	12 basis points (0.12%)
Monthly	9	11 basis points (0.11%)
Monthly	10	10 basis points (0.10%)
Monthly	11	9 basis points (0.09%)
Monthly	12	8 basis points (0.08%)
Monthly	13	7 basis points (0.07%)
Monthly	14	6 basis points (0.06%)
Monthly	15	5.5 basis points (0.055%)
Monthly	16	5 basis points (0.05%)
Monthly	17	4.5 basis points (0.045%)
Monthly	18	4 basis points (0.04%)
Monthly	19	3.5 basis points (0.035%)
Monthly	20	3 basis points (0.03%)
Monthly	21	2.5 basis points (0.025%)
Monthly	22	2 basis points (0.02%)
Monthly	23	1.5 basis points (0.015%)
Monthly	24	1 basis points (0.01%)
Monthly	25	0.5 basis points (0.005%)
Monthly	26	0 basis points

a. Calculation. Payments must be received and posted in the WEX systems in accordance with the option selected in order for the Payment Timing Incentive to apply. Please allow enough time for your payment to be sent from your financial institution and to be received and processed by Issuer.

b. Conditions. This discount will be applied at the time Issuer completes the Direct Debit (when applicable). In order to enroll in the Direct Debit program, Customer must complete a Direct Debit Enrollment Form. The Early Pay Rebate set forth herein is expressly conditioned on the following: (1) Receipt of payment in accordance with one of the options set forth in the Payment Timing Table (above); and (2) utilization of centralized billing by Customer (i.e. one bill, one payment); and (3) electronic reporting (i.e. no paper reports).

c. Payment. Payment Timing Rebates for international transactions shall be paid at 50% of the applicable Rebate Factor. Payment Timing Rebates shall be paid monthly in arrears.

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STATE EXCEPTIONS APPENDIX

1. Governing Law
2. Any other issues specific to the governmental entity should be listed and agreed to here.

CITY OF SANTA FE

The Purchasing Memo

Date: November 12, 2025

To: Governing Body and Finance Committee

From: Denise Gabaldon, Contracts Supervisor R. Denise Gabaldon

Via: Travis Dutton-Leyda, Chief Procurement Officer
Emily Oster, Finance Director Emily K. Oster

Subject: City-Wide On-Call Cintas Contract

Vendor Name: Cintas

Munis Vendor Number: 2398

ITEM AND ISSUE:

On behalf of all City Departments, the Purchasing Division respectfully requests your review and approval of a Citywide Price Agreement in the total amount of $2,163,750.00 for workplace solutions for a term of 8 years with Cintas Corporation. To be used as needed by all City Departments. It is Purchasing's hope to establish Price Agreements for as many of the high-need services and goods. The effort will allow end users to process purchase requests and connect them to the Citywide Price Agreement. [Travis Dutton-Leyda, tkduttonleyda@santafenm.gov, 505-629-8351]

CONTRACT NUMBER:

The FY26 Munis contract number is TBD.

BACKGROUND AND SUMMARY:

The City of Santa Fe requires reliable and timely access to a range of essential operational supplies and services to support daily city operations, maintenance activities, and employee safety. These needs include the rental and purchase of uniforms, janitorial and cleaning supplies, first aid materials, and related cleaning services.

Cintas Corporation is a nationally recognized provider of these products and services, offering consistent quality, safety compliance, and dependable delivery. Establishing an on-call contract with Cintas enables the City to obtain these goods and services efficiently, without the need for repeated procurement processes each time a need arises.

This on-call Price Agreement between the City of Santa Fe and Cintas Corporation is intended to provide a flexible and responsive mechanism for securing uniforms, janitorial supplies, first aid products, and cleaning services on an as-needed basis. The agreement supports multiple City departments in maintaining operational readiness, cleanliness, and employee safety while ensuring consistency in service quality and pricing.

The Price Agreement structure allows the City to quickly address routine and emergency requirements, streamline administrative processes, and maintain compliance with procurement regulations. Executing this agreement ensures the City of Santa Fe has dependable access to essential supplies and services that support safe, efficient, and professional operations across its facilities.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Each department's POs will be directly linked to this contract record in Munis for clear tracking and accountability.

Munis will verify budgets when purchase requisitions are allocated to ensure sufficient funds exist.

This integration helps prevent off-contract spending and overspending.

Overall, it provides a streamlined workflow connecting contracts, POs, and budget control, while allowing all departments to have access to all products and services allowed on the master agreement.

Budget Officer / Designee: Andy Hopkins **Date:** 11/20/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-135, Coop

OMNIA Partners and the University of Nebraska issued an RFP for workplace solutions and Cintas was awarded the Master Agreement. The master agreement 001299 expires on June 1, 2028.

Chief Procurement Officer (CPO)/Designee: JoAnn Lovato Montaño **Date:** 11/21/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

Treasury/Point of Sale Components included? ☐ Yes | ☒ No

Vehicles included? ☐ Yes | ☒ No

Is this an externally funded purchase? ☐ Yes | ☒ No

Is this a Capital Asset or Project? ☐ Yes | ☒ No

ATTACHMENTS:
Citywide Price Agreement
Procurement document: OMNIA Coop Master Agreement
Certificate of Liability Insurance (COI)
CPO Service Determination Email

Horizons’ declination

Item #: _____
Munis Contract #: _____
OMNIA Partners RFP: 3702-22-4618

CITY OF SANTA FE
GENERAL SERVICES PRICE AGREEMENT

Goods and Services

THIS PRICE AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City," and **Cintas Corporation** 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 Price Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Price 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.

2. **Scope of Work**

A. The Contractor shall provide the City with rental and purchasing services for uniforms, janitorial supplies, first aid supplies, and cleaning services, as allowed in the University of Nebraska Master Agreement Contract Number 001299 which is attached hereto and incorporated herein. This Price Agreement does not constitute a guarantee of payment; services will be requested on an as-needed basis and are subject to the availability of funding.

The "Standardized Site Addendum," attached hereto as **Exhibit B**, shall be completed and executed by each City of Santa Fe department or site that will utilize any services under this Agreement.

The Site Addendum will identify specific service locations, authorized contacts, and any site-specific requirements necessary for Cintas Corporation to initiate services. Completion and local execution of the Site Addendum and specific Purchase Orders (POs) are required to ensure internal compliance, confirm departmental authorization for services to commence, and provide the information necessary for the City's keying team to properly establish accounts within the City's SAP system.

3. **Compensation.**

Compensation Schedule. The City shall pay to the Contractor based upon fixed prices for fulfillment of services, products, rentals, etc. per the University of Nebraska Master Agreement Contract Number 001299, which is attached here to as Exhibit A and incorporated herein.

Payment. The total compensation under this Price Agreement shall not exceed $2,000,000 including New Mexico gross receipts tax of $163,750.00. The total, not-to-exceed amount of this Contract, including compensation and New Mexico gross receipts tax is $2,163,750. This Citywide Price Agreement does not guarantee that the work assigned to be performed by Contractor under this Price Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without

compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the Services provided under this Price Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Price Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.

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

Each department/site shall oversee their own POs, products, services, and invoices.

C. Retainage.
Not Applicable – The Parties agree there is no retainage.

D. Performance Bond.
Not Applicable. The Parties agree there is no Performance Bond.

4. **Term**

THIS PRICE AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Price Agreement shall terminate **on January 31, 2033, unless terminated under paragraph 6 (Termination) or paragraph 15 (Appropriations)**.

5. **Default and Force Majeure**

The City reserves the right to cancel all, or any part of any orders placed under this Price Agreement without cost to the City, if the Contractor fails to meet the provisions of this Price Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of 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 Price Agreement.

6. **Termination**

A. Grounds. The City may terminate this Price Agreement for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor, or their designee as authorized by the Governing Body. The Contractor may only terminate this Price Agreement based upon the City's uncured, material breach of this Price Agreement.

B. Notice: City Opportunity to Cure.

1) The City shall give the 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 Price 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 Price 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 Price Agreement, the Contractor is suspended or debarred by the City; or (iii) the Price Agreement is terminated pursuant to Paragraph 15, "Appropriations", of this Price Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Price 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 Price 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 PRICE AGREEMENT.*

7. **Amendment**

A. This Price 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 Price 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 Price Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

8. **Status of Contractor**

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City because of this Price 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.

9. **Assignment**

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

10. **Subcontracting**

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

11. **Non-Collusion**

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

12. **Inspection of Plant**

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

13. **Condition of Proposed Items**

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

14. **Records and Audit**

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

15. **Appropriations**

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

16. **Release**

The Contractor, upon final payment of the amount due under this Price Agreement, releases the City, its officers, and employees, from all liabilities, claims and obligations related to payment arising from or under

this Price 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.

17. **Confidentiality**

Any confidential information provided to or developed by the Contractor in the performance of this Price 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.

18. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Price 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 Price 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 Price Agreement, will continue to comply with, and that this Price Agreement complies with all applicable provisions of the Governmental Conduct Act, NMSA 1978, Section 10-16 et seq.

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 Price 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 Price 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 Price 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 Price 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 Price Agreement to the contrary, the City may immediately terminate the Price Agreement.

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

19. **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.

20. **Scope of Contract; Merger**

This Price Agreement incorporates all the 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 Price Agreement.

All terms and conditions of the OMNIA Partners Master Agreement solicited using RFP No. 3702-22-4618 Workplace Solutions and the Contractor's response to such documents are incorporated herein by reference and is included in the order of precedence, set Forth in Section 28.

21. **Notice**

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

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

23. **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, but only to the extent of Contractor's negligence. 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.

24. **New Mexico Tort Claims Act**

Any liability incurred by the City of Santa Fe in connection with this Price Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et. seq. 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 Price Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

25. **Applicable Law**

The laws of the State of New Mexico shall govern this Price 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, Section 38-3-2. By execution of this Price 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 Price Agreement.

26. **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 Price Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

27. **Incorporation by Reference and Precedence**

In the event of a dispute under this Price Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) Omnia Partners Master Agreement 001299 attached here to Exhibit A (2) amendments to the Price Agreement in reverse chronological order; (3) the Price Agreement, including the scope of work and all terms and conditions thereof;

28. **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 Price Agreement may be terminated by the City.

29. **Inspection**

If this Price Agreement 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.

30. **Inspection of Services**

If this Price Agreement 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 Price 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 Price Agreement requires. The City has the right to inspect and test all services contemplated under this Price Agreement to the extent practicable at all times and places during the term of the Price 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 Price Agreement 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 Price Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Price Agreement at no increase in Price Agreement 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 Price Agreement; and

(2) reduce the Price Agreement 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 Price Agreement, the City may:

(1) by Price Agreement 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 Price Agreement for default.

31. **Insurance**

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

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

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

C. Contractor shall maintain the above insurance for the term of this Price 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.

32. **Impracticality of Performance**

A party shall be excused from performance under this Price 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.

33. **Invalid Term or Condition**

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

34. **Enforcement of Price Agreement**

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

35. **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 Price 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 Price 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.

36. **Survival**

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

37. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a Price Agreement 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 Price Agreement 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 Price 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 Price Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Price Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Price Agreement pursuant to the conditions set forth in Paragraph 7 of this Price 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 Price Agreement. If during the performance of the Price Agreement, 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 Price Agreement 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.

38. **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 Price Agreement sum and Price Agreement 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 Price Agreement 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 Price Agreement remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Price Agreement.

39. **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:
Travis Dutton-Leyda
Chief Procurement Officer
200 Lincoln Ave
Santa Fe NM, 87501
tkduttonleyd@santafenm.gov
505-629-8351

To the Contractor:
Cintas Corporation NO. 2
5101 Wilshire Ave NE
Albuquerque, NM 87111

505-903-7225

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.

40. **Succession**

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

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

CITY OF SANTA FE:

_____
ALAN WEBBER, CITY MAYOR

DATE: _____

CONTRACTOR:

Karl Schultz
_____
KARL SCHULTZ,
GOVERNMENT MAJOR ACCOUNT MANAGER

DATE: Nov 6, 2025

NMBTIN: _____

ATTEST:

_____
ANDREA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Nov 6, 2025 09:11:22 MST)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
_____
EMILY OSTER, FINANCE DIRECTOR

EXHIBIT A

INTERNAL USE ONLY
PRO-SERVICE-001299

University of Nebraska Contract Summary

CONTRACTOR/COMPANY INFORMATION			
Supplier	CINTAS	**Contact**	Ryan Duncan
		Email	duncanr@cintas.com

REQUESTING DEPARTMENT	
Participating Campuses	UNMC, UNL, UNO, UNK, UNOP
Administrative Unit/Dept.	P2P
Primary Contact Name	Sydney Zach
Primary Contact Email	sydney.zach@nebraska.edu

CONTRACT DESCRIPTION/INFORMATION					
Contract Summary ***(brief description and/ or event name)***	The entirety of this Uwide contract covers workforce solutions products and services to include, but not limited to: uniforms, cleaning mops and cloths, first aid and safety, and fire protection services, as well as the complete balance of line of parts and pieces. Estimated spend over the life of the contract is $2.5M for the University System. The University of Nebraska is the Omnia Partners Lead Agency for this contract. We will receive group-share rebates from the Omnia "WeShare" program, in addition to revenue as a lead agency.				
Purchase Category	Safety				
Total Amount of Spend	2,500,000.00 USD	**Start Date**	Upon Execution	**End Date**	1/31/2033 11:59 PM

BID INFORMATION	
Bid Number	3702-22-4618
Competitive Review Findings	Formal Bid Awarded
Contract Information	this is an OMNIA cooperative contract

University of Nebraska/OMNIA Partners, Public Sector Contract with Cintas Corporation No. 2 under RFP No. 3702-22-4618, Workplace Solutions

This Master Agreement ("Master Agreement") is by and between the Board of Regents of the University of Nebraska, a public body corporate and governing body of the University of Nebraska ("University"), and Cintas Corporation No. 2 ("Cintas" or "Supplier").

This Master Agreement shall be made available to additional state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (referenced herein as "Participating Public Agencies") through the cooperative purchasing program administered by the National Intergovernmental Purchasing Alliance Company d/b/a OMNIA Partners, Public Sector.

The following documents are incorporated by reference into this Master Agreement:

1. University of Nebraska-Cintas Master Agreement
2. Exhibit A to University of Nebraska-Cintas Master Agreement, Alarm Monitoring Terms and Conditions (Inclusive of Schedules A and B)
3. Cintas Workplace Solutions RFP Pricing Sheet
4. Cintas Response to University of Nebraska RFP No. 3702-22-4618, Workplace Solutions/eBid Invitation
5. University of Nebraska RFP No. No. 3702-22-4618, Workplace Solutions
6. Attachment A to Solicitation (Requirements for National Cooperative Contract to be Administered by OMNIA Partners; inclusive of Exhibits A through H), as modified by Cintas and agreed by OMNIA ("Attachment A")

Order of Precedence: Any ambiguity, conflict, or inconsistency between the documents comprising this Master Agreement shall be resolved according to the following order of precedence:

1. Exhibit A to University of Nebraska-Cintas Master Agreement, Alarm Monitoring Terms and Conditions (not applicable to University of Nebraska, only to other Participating Public Agencies)
2. University of Nebraska-Cintas Master Agreement
3. Attachment A
4. Cintas Workplace Solutions RFP Pricing Sheet
5. Cintas Response to University of Nebraska RFP No. 3702-22-4618, Workplace Solutions/eBid Invitation
6. University of Nebraska RFP No. No. 3702-22-4618, Workplace Solutions

Acceptance Agreements: Sample Acceptance Agreements are attached to this Master Agreement but are not included in the Master Agreement order of precedence as these are exemplars only. The actual Acceptance Agreements signed by Participating Public Agencies may differ, and the precedence of those Acceptance Agreements relative to the Master Agreement is to be determined in accordance with the relevant Acceptance Agreement terms.

[*Signature Page to Follow*]

IN WITNESS WHEREOF, the parties have entered into this Master Agreement as of the date set forth below.

Board of Re[illegible]ersity of Nebraska

Signature: Chris Kabourek

Printed Name: Chris Kabourek

Title: Senior VP | CFO

Date: 06/01/23 | 17:12 CDT

Cintas Corp

Signature: [illegible]

Printed Name: Joe Cerni

Title: VP Higher Education & Public Sector

Date: 06/01/23 | 14:42 CDT

RP

1. University of Nebraska-Cintas Master Agreement

University of Nebraska-Cintas Master Agreement – RFP 3702-22-4618

This University of Nebraska Master Agreement - Expenditure ("Agreement") dated as of the date of the last signature set forth below (the "Effective Date") sets forth the terms of purchase between the Board of Regents of the University of Nebraska a public body corporate and governing body of the University of Nebraska ("University"), which is composed of a chief governing administrative unit (University of Nebraska System), four universities (University of Nebraska at Kearney, University of Nebraska-Lincoln, University of Nebraska Medical Center, and University of Nebraska at Omaha), and such other institutions and units as may be designated by the Nebraska Legislature (each a "Campus" and collectively the "Campuses"), and Cintas Corporation No. 2 ("Supplier"). University and Supplier are collectively referred to as "parties."

WHEREAS, the terms and conditions of this Agreement shall be made available to additional state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (each a "Public Agency) through the cooperative purchasing program administered by the National Intergovernmental Purchasing Alliance Company d/b/a OMNIA Partners, Public Sector ("OMNIA");

WHEREAS, the terms and conditions set forth in this Agreement shall apply to any Public Agency that uses this Agreement through OMNIA's cooperative purchase program (each a "Participating Public Agency"), provided, University shall not be considered a Participating Public Agency;

WHEREAS, each Participating Public Agency shall execute one or more Facilities Solutions Cooperative Acceptance Agreement or Fire Protection Acceptance Agreement (collectively, "Acceptance Agreements"), as applicable, in the then-current format provided by Supplier (sample Acceptance Agreements attached hereto for general reference only);

WHEREAS, such Acceptance Agreements shall continue in force pursuant to their applicable term, notwithstanding the termination or expiration of this Agreement; and

WHEREAS, with respect to each Participating Public Agency subject to the terms and conditions of this Agreement, all references to "University" shall be deemed to refer to each Participating Public Agency except where (1) specifically noted or differentiated herein (including, without limitation, Sections 2, 14 and 46), or (2) where the terms and conditions on their face pertain specifically only to the University of Nebraska (e.g. Nebraska governing law). In the latter case, the intent is to modify such term for each Participating Public Agency as required by law, unless otherwise agreed in the Acceptance Agreement between Supplier and such Participating Public Agency.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement the parties agree as follows:

1. **Description of Deliverables**. Supplier agrees to provide the services, goods, or both identified in any applicable purchase order or Acceptance Agreement (collectively, "Deliverables"). Supplier agrees to perform services under this Agreement to the satisfaction of University during the Term of this Agreement and with the standard of professional care and skill customarily provided in the performance of such service.

2. **Payment**. In full consideration for the Deliverables provided by Supplier under this Agreement, University shall pay or cause to be paid to Supplier a fee, pursuant to the Statement of Work and any subsequent proposal or statement of work incorporated by reference into this Agreement, within forty-five (45) days after Supplier's submission of an accurate invoice to University and all requested supporting documentation. Participating Public Agencies payment terms, consistent with the Acceptance Agreements, are Net 30. Along with its invoice, Supplier shall submit adequate receipts and documentation as requested by University to support reimbursement of all previously agreed upon reimbursable expenses. Supplier is expected to comply with applicable policies and procedures provided in writing to Supplier, including those stated within the University of Nebraska Travel Policy (located at https://nebraska.edu/-

/media/unca/docs/offices-and-policies/policies/policies/university-of-nebraska-travel-policy.pdf).University, in its discretion, may decline to reimburse expenses that are not pre-approved or fail to comply with applicable policies and procedures. Supplier agrees that it is solely responsible for payment of income, social security, and other employment taxes due to the proper taxing authorities, and that University will not deduct such taxes from any payments to Supplier hereunder, unless required by law.

3. **Purchase Order Requirement**.

a. A purchase order shall be issued by University to Supplier for payment in accordance with the terms of this Agreement. All invoices submitted by Supplier shall make reference to the appropriate purchase order number to be eligible for payment.

b. The parties agree that the terms and conditions of this Agreement shall prevail, notwithstanding contrary or additional terms, in any purchase order, sales acknowledgment, confirmation or any other document issued by either party affecting the products and services provided under this Agreement.

4. **Term**. The initial term of this Agreement shall commence on the Effective Date and continue for 5 years thereafter ("Initial Term"). This Agreement may be renewed for an additional 5 year term (the "Renewal Term") by mutual written agreement of the parties. Collectively the Initial Term and Renewal Term(s) shall be referred to as the "Term."

5. **Confidentiality.** "Confidential Information" shall mean any materials, written information, and data marked "Confidential" by University or non-written information and data disclosed by University that is identified at the time of disclosure to Supplier as confidential or is reasonably understood by Supplier to be confidential. Supplier agrees to protect and maintain Confidential Information in strict confidence for a period of three (3) years from the date of expiration or earlier termination of this Agreement and, upon request of University, return or destroy all materials containing such Confidential Information. Notwithstanding the foregoing, Supplier shall be entitled to retain archival copies of Confidential Information for legal, regulatory, or compliance purposes. The obligations of this paragraph do not apply to information that is in the public domain; independently known, obtained, or discovered by Supplier; or hereafter supplied to Supplier by a third party without restriction. If Supplier is compelled by law to disclose any Confidential Information, it shall provide University with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at University's cost, if University wishes to contest the disclosure.

6. **Property Rights.**

a. For purposes of this Section 6, "Intellectual Property" shall mean, whether or not reduced to writing, all copyrights, patent applications, issued patents, including reissues, renewals, continuations, and divisions of the foregoing, know-how, proprietary data, ideas, discoveries, inventions, improvements, technology, trade secrets, methods, procedures, formulae, processes, technical and non-technical data, trade secrets, design rights, trademarks, trade names, trade dress, related source identifiers, works, and other proprietary rights relating to intangible property, and any applications or registrations of the foregoing, any rights arising from registration of any of the foregoing, and any right to sue for past or future infringement of the foregoing.

b. University acknowledges and agrees that, as between the parties, Supplier owns all Intellectual Property that (i) was the property of Supplier prior to the execution of this Agreement and (ii) is independently developed or acquired outside the scope of this Agreement ("Pre-Existing Intellectual Property"). In addition, Supplier shall own any Intellectual Property, developed in connection with this Agreement, that is an improvement of, or direct derivative of, Supplier's Pre-Existing Intellectual Property and know-how.

c. This Section 6.c shall be subject to Section 6.b in all respects. University will possess all rights to any creations, inventions, or other intellectual property and materials, including copyright, trade secrets, or patents in the same, which arise out of, are prepared by, or are developed in the course of Supplier's performance. Supplier and University acknowledge and agree that work created by Supplier in connection with its performance under this Agreement shall belong to University as "work-made-for-hire" as such term is defined under 17 USC § 201, as amended. In the event such works are not copyrightable subject matter or for any reason cannot legally be considered a work-made-for-hire, Supplier hereby assigns all right, title, and interest in and to work created by Supplier in connection with its performance under this Agreement to University and agrees to execute all documents required to evidence such assignment. University's rights to any creations, inventions, or other intellectual property and materials, including copyright, trade secrets, or patents in the same, which arise out of, are prepared by, or are developed in the course of Supplier's performance under this Agreement shall be exclusive and Supplier will not use, license, or permit such works to be used for any other purpose. Upon termination of this Agreement for any reason, University shall have the exclusive right, without further obligation to Supplier, throughout the world, in all languages, and in perpetuity to use the work created by Supplier in connection with its performance under this Agreement in any manner it deems appropriate, including, without limitation, editing, altering and revising such work. This provision shall survive the termination of this Agreement.

7. **Termination**. In the event that either party commits a material breach of this Agreement and fails to remedy or cure such breach within thirty (30) days after receipt of written notice thereof from the non-breaching party, the non-breaching party may, at its option and in addition to any other remedies which it may have at law or in equity, terminate this Agreement by sending written notice of termination to the other party. Such termination shall be effective as of the date of its receipt. Additionally, University may terminate this Agreement for its convenience upon thirty (30) days' prior written notice to Supplier. Upon termination, University shall promptly pay Supplier for all fees incurred up to and including the effective date of termination or Supplier will refund to University a prorated share of any prepaid fees.

a. If University terminates this Agreement for convenience, the parties agree that the damages sustained by Supplier will be substantial and difficult to ascertain. Therefore, if this Agreement is terminated by University for convenience in whole or in part, for any reason other than as set forth in Section 36, University will pay to Supplier as termination charges and not as a penalty the following termination charges based on the particular products and services terminated for convenience:

7.a.1. Rental Products and Services:

7.a.1.1. If this Agreement is terminated for convenience in the first twelve months of the term, University shall pay as termination charges equal to 52 weeks of rental service.

7.a.1.2. If this Agreement is terminated for convenience in months thirteen (13) through twenty-four (24) of the term, University shall pay as termination charges equal to thirty-nine (39) weeks of rental service.

7.a.1.3. If this Agreement is terminated for convenience in months twenty-five (25) through thirty-six (36) of the term, University shall pay as termination charges equal to twenty-six (26) weeks of rental service.

7.a.1.4. If this Agreement is terminated for convenience after forty-eight (48) months of service, University shall pay as termination charges of thirteen (13) weeks of rental service.

7.a.1.5. University shall also be responsible to return all of the merchandise allocated to such University locations terminating this Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on University's account prior to termination.

First and Aid and Safety: Twenty-five percent (25%) of the unexpired term based on the previous six (6) months average revenue.

8. **Representations and Warranties**. Supplier warrants that it will convey good title to all direct sale goods, free of all encumbrances. Except as otherwise noted in this Agreement, at the time of delivery (i) all goods delivered shall be free from defects in workmanship, material, and manufacture, (ii) shall comply with the requirements of this Agreement, including any drawings or specifications incorporated or samples furnished by the Supplier, (iii) shall be free from defects in design, and (iv) shall be merchantable. In the event Supplier is providing University with services, Supplier warrants and represents that each of its employees and agents to perform any services under the terms of this Agreement shall have the skills, training, and background reasonably commensurate with their level of performance or responsibility, to be able to perform in a competent and professional manner that is consistent with industry standards. Supplier further warrants the services provided will conform to the requirements of this Agreement and that in performing the services Supplier will not be in breach of any agreement with a third party. The foregoing warranties are conditions to this Agreement. All warranties provided by Supplier shall run to University. Supplier will pass through to University all manufacturer warranties for the materials covered hereunder to the extent Supplier has the right to do so. Supplier does not adopt, guarantee or represent that the manufacturer will comply with any of the terms of the warranty of such manufacturer. If any warranties specified herein or otherwise applicable are breached by Supplier, University may, at its election, require Supplier to correct at Supplier's sole expense any defect or nonconformance by repair or replacement or return any defective or nonconforming goods to Supplier at Supplier's expense and recover from Supplier the purchase price or, in the case of services, require re-performance of the services or terminate this Agreement and receive a full refund. The foregoing remedies are in addition to all other remedies University may have at law or in equity. Except for the warranties specifically set forth in this Agreement, Supplier makes no other warranties and disclaims all other warranties, express or implied by law, course of dealing, course of performance, usage of trade or otherwise, including without limitation any warranty of merchantability or fitness for a particular purposes.

9. **Relationship of Parties**. No agency, partnership, or joint venture is created by this Agreement. The parties affirmatively disclaim any intent to form such relationship. Supplier is solely responsible for maintenance and payment of insurance and the like that may be required by federal, state, or local law with respect to any sums paid hereunder. Supplier is not University's agent or representative and has no authority to bind or commit University to any agreements or other obligations.

10. **Liability**. To the fullest extent allowed by law, Supplier shall defend, indemnify, and hold harmless University, its regents, officers, employees, agents, and students, for any loss, claim, damage, expense, or liability of any kind, including reasonable attorneys' fees and costs, to the extent caused by the negligence or willful misconduct of Supplier and its officers, employees, agents, and subcontractors.

11. **Insurance**. Supplier shall at its own expense obtain and maintain throughout the Term of this Agreement general commercial liability insurance against claims for bodily injury, death, and property damage with limits of not less than one million dollars ($1,000,000.00) per occurrence, and three million dollars ($3,000,000.00) general aggregate to cover such liability caused by, or arising out of, activities of Supplier and its agents and/or employees while engaged in or preparing for the provision of the Deliverables. Upon request by University, Supplier shall furnish to University certificates of insurance evidencing that such insurance is effective prior to provision of the Deliverables. By requiring such minimum insurance, University shall not be deemed or construed to have assessed the risk or limited the liability that may be applicable to Supplier under this Agreement. Supplier shall assess its own risks and, if it deems appropriate, maintain higher limits or broader coverages. Supplier further agrees, upon request, to include University as an additional insured on its general liability insurance policy on a primary and non-contributory basis. Supplier is not relieved of any liability or other obligations assumed or pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

12. **Assignment**. This Agreement is non-assignable and non-transferrable unless agreed to in writing by the parties. Any attempt by either party to assign its rights or obligations hereunder without the consent of the other party shall be void.

13. **Amendment**. This Agreement constitutes the entire understanding between University and Supplier with respect to the subject matter hereof and may not be amended except by an agreement signed by Supplier and an authorized representative of University.

14. **Disputes; Governing Law and Forum**.

A. As pertains solely to disputes between the University and Supplier, this Agreement shall be governed by the laws of the State of Nebraska without giving effect to its conflicts of law provisions. Any legal actions brought by University or by Supplier shall be instituted in the state courts located in Lancaster County, Nebraska. It is understood and agreed that any legal action by Supplier in relation to this Agreement may only be instituted in accordance with the provisions of the State Contract Claims Act (Neb. Rev. Stat. §§ 81-8,302 to 81-8,306), as amended.

B. As pertains to disputes between any other Participating Public Agency and Supplier, the dispute shall be resolved consistent with the dispute resolution provisions set forth in the applicable Acceptance Agreement, which calls for binding arbitration, to the extent permitted under applicable law, or, where arbitration is not legally permissible, in accordance with the contracts disputes process required under applicable state law for the Participating Public Agency and, in either case, subject to that state's substantive law. As set forth in the Acceptance Agreement, any such dispute arising from or related to this Agreement shall be determined on an individual, non-class basis, whether in arbitration or in any court, shall be considered unique as to its facts, and shall not be consolidated in any arbitration or other legal proceeding with any claim or controversy of any other party.

15. **Conflict of Interest**. Supplier certifies, to the best of its knowledge and belief, that there are no potential organizational conflicts of interest related to this Agreement. If Supplier cannot so certify, it shall provide to University a disclosure statement that describes all relevant information concerning any potential conflict of interest under this Agreement. In the event the potential conflict of interest cannot be resolved, University may declare this Agreement void and of no further force or effect and University shall have no further obligations under this Agreement.

16. **Work Status Verification**. Supplier and its subcontractors shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska pursuant to Neb. Rev. Stat. §§ 4-108 to 4-114, as amended.

17. **Debarment List**. Supplier certifies and warrants that it has not been debarred, suspended, or declared ineligible as defined in the Federal Acquisition Regulation 48 CFR Ch.1 Subpart 9.4. Supplier also certifies that Supplier, its partners, directors, officers, employees, licensees, subcontractors, or agents have not been excluded or debarred or otherwise become ineligible to participate in Federal health care programs pursuant to 42 USC § 1320a-7. This shall be an ongoing certification and warranty during the Term of the Agreement and Supplier shall immediately notify University of any change in the status of the certification and warranty set forth in this section. If Supplier becomes excluded from Federal health care program participation or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors, the Agreement may be terminated immediately, for cause, by University. If any partners, directors, officers, employees, licensees, subcontractors, personnel, or agents of Supplier become excluded from Federal health care program participation, such individual shall be removed from participating in this Agreement immediately. Failure by Supplier to remove such excluded individual immediately shall provide University the right to terminate the Agreement immediately for cause.

18. **Taxpayer Transparency Act**. Under Neb. Rev. Stat. §§ 84-602.01 to 84-602.04, University is required to provide the Nebraska Department of Administrative Services with a copy of each contract that

is a basis for an expenditure of state funds, including any amendments and documents incorporated by reference in the contract. Copies of all such contracts and documents will be published by the Nebraska Department of Administrative Services at https://statecontracts.nebraska.gov/. It shall be the sole responsibility of Supplier (a) to notify University of any requested redactions to such contracts and documents and (b) to indicate the legal basis for such requested redactions at the time of execution. In addition, Supplier agrees to defend any challenge to such redactions at its own expense.

19. **Public Records**. Under Neb. Rev. Stat. §§ 84-712 to 84-712.09, information or records of or belonging to University regarding, related to, or part of the Agreement will be open to public inspection and copying unless exempted from disclosure in accordance with the University's interpretation and application of applicable law. It shall be the sole responsibility of Supplier (a) to notify University of requested redactions to any such information or records that may otherwise be required to be open to public inspection and copying and (b) to indicate the legal basis for such requested redactions. In addition, Supplier agrees to defend any challenge to such requested redactions at its own expense.

20. **Nondiscrimination**. Supplier agrees that neither it nor any of its subcontractors shall discriminate against any employee, or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privilege of employment because of the race, color, religion, sex, disability, or national origin of the employee or applicant in accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1122, as amended.

21. **Discrimination including Sexual Harassment.** State and federal law, as well as University of Nebraska Bylaws, policies, and guidelines prohibit discrimination (as defined therein) including harassment and retaliation, against students, employees, and other members of the University community. Prohibited types of discrimination include discrimination on the basis of race, color, ethnicity, national origin, sex (including sexual harassment), pregnancy, sexual orientation, gender identity, religion, disability, age, genetic information, veteran status, marital status, political affiliation, and any other protected status. Supplier shall exercise control over itself, its employees, agents, contractors, and affiliated parties to prohibit acts of discrimination, including sexual harassment, against University students, employees, and other members of the University community. Supplier shall cooperate with the University following any report of discrimination. In the event University determines that Supplier or an employee, agent, contractor, or other person affiliated with Supplier has engaged in discrimination, including harassment, or other inappropriate conduct, Supplier will take prompt and effective action, in accordance with the University's direction, to prevent recurrence of the conduct and to correct its effects, which may include removal of Supplier or the employee, agent, contractor, or other person affiliated with Supplier from providing the Deliverables. Supplier's failure to comply with the University's directive or any other part of this provision may be cause for immediate termination of this Agreement. Supplier acknowledges that the University may have obligations to report any allegations or incidents of discrimination, including sexual harassment. Supplier and employees, agents, contractors, and other persons affiliated with Supplier who are directly providing the Deliverables or present on University premises shall participate in any training as may be required by the University from time to time, including training regarding sexual harassment and diversity and inclusion.

22. **Criminal Background Investigations.** If applicable, Supplier represents and warrants that Supplier has obtained, at its own expense and in a manner compliant with all applicable laws, a background screening for all of its employees who will be present on University premises. Such background screenings shall be completed consistent with current industry standards and shall, at a minimum, include the same degree of thoroughness as the background checks University conducts for its newly hired staff. Supplier agrees to update any background screening upon reasonable request by University, it being agreed that any request based upon the occurrence of any illegal activity involving Supplier or its personnel, or the reasonable suspicion of illegal activity would be deemed reasonable. Supplier shall provide University with evidence of the completion of the required background screenings upon University's request. Alternatively, in the event Supplier is an individual, University may require Supplier complete a background check

consistent with current industry standards at University's request. Supplier shall not hire, retain, or engage any individual directly involved in the performance of services under the Agreement who has been convicted (felony or misdemeanor) of or entered into a court-supervised diversion program for any sexual offense, felony assault (including domestic violence related incidents), child abuse, molestation or other crime involving endangerment of a minor, murder, or kidnapping. Supplier and Supplier's employees or agents directly performing services under the Agreement cannot be listed on any sex offender registry. Other convictions, such as misdemeanor assault, drug distribution activity, felony drug possession, and any other felony or crime involving moral turpitude may also render Supplier and Supplier's employees or agents ineligible to directly perform services under the Agreement, taking into consideration (a) the nature and gravity of the offense(s), (b) the time that has passed since the offense or conduct and/or completion of the sentence, and (c) the nature of the services being performed. Supplier and Supplier's employees or agents cannot be listed on any sex offender registry. Supplier agrees to ensure any third party with whom Supplier engages to provide any part of services provided under the Agreement agrees to the same restrictions, conditions, and requirements of this section in the same capacity as Supplier.

23. **Equal Opportunity (intentionally bolded).** Supplier shall comply with 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a), incorporated by reference with the following statement: **"This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60- 741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin or for inquiring about, discussing, or disclosing compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status."**

24. **Logos or University Marks**. Supplier shall not use or display any University name, logo, trademark, service mark (individually a "Mark" and collectively the "Marks") and/or other indicia designated by University as a source identifier, unless expressly authorized in writing by University. Any unauthorized use of Marks is expressly prohibited. Supplier agrees it will not use University's name in any manner that acts as an endorsement or is an appearance of any endorsement in any promotion, advertisement, solicitation, or other communication, especially as it relates to Supplier's business.

25. **Right to Audit Privilege**. The University reserves the right to audit or inspect work performed by the Supplier under the Agreement. The University may participate directly or through an appointed representative in order to verify that services related to the Agreement have been performed in accordance with the procedures indicated.

26. **Affiliates.** "Affiliates" for the purposes of this Agreement are agents, contractors, consultants, or other entities or individuals who are authorized by University to use the Deliverables. Affiliates may be added by University upon written notice to Supplier. The parties agree Affiliates may avail themselves to the benefits of this Agreement by way of a separate agreement between Affiliate and Supplier. Affiliates include, without limitation, any public agency or instrumentality of the government of the State of Nebraska or political subdivisions within the State of Nebraska, any entity in which the Board of Regents of University has at least a fifty percent (50%) controlling interest, and The Nebraska Medical Center d/b/a Nebraska Medicine.

27. **Campuses.** By virtue of the authority granted by the Board of Regents of University of Nebraska, each Campus may execute certain contracts on their own behalf. Supplier acknowledges one or more Campuses may participate under this Agreement. The Campuses shall not be considered "Affiliates" for purposes of this Agreement.

28. **Compliance**. Supplier and its employees and agents will comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority, as well as applicable University policies.

29. **Pricing and Annual Price Negotiations**. The contract item pricing as set forth in the RFP Pricing Worksheet incorporated herein shall remain firm for the first year of the Agreement. In advance of each contract year anniversary, price adjustments shall not exceed the lesser of three percent (3%) or the percentage increase in the Consumer Price Index for all Urban Consumers (CPI-U), U.S. City Average, All Items, Unadjusted, for the most recent twelve months for which data that is not subject to revision is available as published by the U.S. Department of Labor, Bureau of Labor Statistics. Any contract item price adjustments will be made to the then-current pricing in effect prior to the adjustment. Non-contract pricing is subject to adjustment by Supplier as described in the RFP Pricing Worksheet. Supplier shall provide at least thirty (30) days' written notice to University prior to the effective date of any increase.

30. **Severability.** The terms of the Agreement are severable. If any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable the remainder of the provisions shall continue to be valid and enforceable.

31. **Survival.** Provisions surviving termination or expiration of this Agreement are those which on their face affect rights and obligations after termination or expiration and also include provisions concerning indemnification, confidentiality, representations and warranties, and governing law and venue.

32. **Waiver.** A waiver of any term or provision of this Agreement by University shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained in this Agreement. Any such waiver must be in writing to be effective, and no such waiver or waivers shall serve to establish a course of performance between the parties contradictory to the terms hereof.

33. **Notices.** Any notice required or permitted to be given under this Agreement shall be in writing, sent via certified mail, overnight courier, or hand delivery, effective when received, and delivered to the addresses provided on the signature page of this Agreement.

34. **Electronic Signatures.** Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

35. **Subcontractors**. Supplier shall not subcontract all or substantially all of any facet of the services without the prior written approval of University. Supplier shall be fully responsible for the acts and omissions of its subcontractors and of the persons directly or indirectly employed by them. Every subcontractor shall be bound by the terms of this Agreement; provided, however, that no contractual relationship shall exist between any subcontractor and University, unless evidenced in a separate contract independent of this Agreement with Supplier.

36. **Unavailability of Funding**. Due to possible future reductions in State and/or Federal funds, University cannot guarantee the continued availability of funding of this Agreement notwithstanding the consideration contained within this Agreement. In the event funds to finance this Agreement become unavailable, either in full or in part, due to such reductions, University may terminate the Agreement or reduce the consideration upon notice in writing to Supplier. Said notice shall be delivered by certified mail (return receipt requested) or in person (with proof of delivery). University shall be the final authority as to the availability of funds. The effective date of such Agreement, termination, or reduction in consideration shall be the actual effective date of the elimination or reduction of funding. In the event of a reduction in consideration, Supplier may cancel this Agreement as of the effective date of the proposed reduction upon the provision of advance written notice to University. Supplier shall be entitled to receive just and equitable

compensation for any satisfactory work performed up to the date of the notice of termination. In the event of unavailability of funding, the University shall not be liable for any penalty, expense, or liability, or for general, special, incidental, consequential, or other damages resulting therefrom.

37. **Delivery.** All shipments are to be made F.O.B. destination, freight prepaid, according to the delivery information provided in the applicable purchase order. Supplier shall make no partial deliveries under this Agreement without the University's consent unless otherwise indicated in the applicable purchase order. University may, but shall not be obligated to, inspect Supplier's performance under this Agreement from time to time. University's inspection, or lack of inspection, will not constitute an acceptance of any Deliverable or a waiver of any right or warranty or preclude University from rejecting any defective Deliverable. Supplier will coordinate lead times and delivery dates with the University.

38. **Flame Resistant Garments.** University agrees it bears sole responsibility for selecting the flame resistant clothing and fabrics ("FRC") under this Agreement and determining whether such items are appropriate for use by its employees and agents in their applicable work environment(s). UNIVERSITY ACKNOWLEDGES THAT SUPPLIER HAS MADE NO REPRESENTATION, WARRANTY, OR COVENANT WITH RESPECT TO THE FLAME RESISTANT QUALITIES OR OTHER CHARACTERISTICS OF THE FRC OR WITH RESPECT TO THEIR FITNESS OR SUITABILITY FOR THIS OR ANY OTHER PURPOSE. SUPPLIER MAKES NO REPRESENTATION WHETHER THE FRC CONSTITUTES APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT FOR THE ENVIRONMENT(S) TO WHICH UNIVERSITY'S EMPLOYEES OR AGENTS MAY BE EXPOSED OR AS TO THE FRC'S ABILITY TO PROTECT USERS FROM INJURY OR DEATH. University agrees to notify all employees and other agents of University who may wear or will be wearing the FRC that it is not designed for substantial heat exposure or for use around open flames. University acknowledges that compliance with any and all OSHA or other similar regulations or requirements relating to personal protective equipment is the sole responsibility of University. Further, University releases Supplier from any and all liability to University that results or may result from the use of the FRC, including but not limited to any alleged failure of the FRC to function as flame resistant or provide protection against fire and/or heat. In addition to the foregoing release, disclaimers, and agreements related to FRC, and to the extent permitted by applicable law, each Participating Public Agency hereby agrees to defend, indemnify and hold harmless Supplier from any claims and damages arising out of or associated with the FRC or resulting from the Participating Public Agency's or its employees' use of the FRC.

39. **High Visibility Garments.** University bears sole responsibility for: (a) determining the level of visibility needed by wearers of the high visibility garments (the "Garments") for their specific work conditions or uses; (b) identifying and selecting which Garments meet the required level of visibility for any particular work conditions or uses; and (c) determining when Garments require repair or replacement to meet the required level of visibility. University acknowledges and understands that the Garments alone do not ensure visibility of the wearer. University further acknowledges that Supplier is relying upon University to determine whether any Garments need repair or replacement to maintain the required level of visibility. Supplier represents only that the Garments supplied satisfy certain ANSI/ISEA standards to the extent the Garments are so labeled. University acknowledges that Supplier has made no other representations, covenants, or warranties, whether express or implied, related to the Garments. Further, University hereby releases Supplier from any and all liability to University that results or might result from the failure of the garments to function per ANSI/ISEA standards. In addition to the foregoing release, disclaimers, and agreements related to the Garments, and to the extent permitted by applicable law, each Participating Public Agency agrees to defend, indemnify, and hold Supplier harmless from any claims that result or might result from the failure of the Garments to function per ANSI/ISEA standards.

40. **AED Warranty; AED Release; AED Release and Indemnification.** University acknowledges that all AED purchases, if any, made will be subject to the warranty provided by the manufacturer of the AED and not Supplier. University acknowledges that Supplier makes no warranty, representation or covenant, express or implied, with respect to the AED products. In addition, Supplier warrants that the services performed by it will be performed in a professional, workmanlike manner and will substantially conform to the specifications of the services at the time of performance.

a. As it pertains to University's use of the AEDs, the following shall apply:

40.a.1. RELEASE OF SUPPLIER BY UNIVERSITY. UNIVERSITY RELEASES SUPPLIER AND ALL OF ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES (COLLECTIVELY, "**REPRESENTATIVES**") OF ANY TYPE FROM LIABILITY TO UNIVERSITY FOR ANY AND ALL LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR TYPE, UNDER ANY LEGAL, EQUITABLE OR OTHER THEORY, THAT MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR AFTER THE EXECUTION OF THIS AGREEMENT RELATED IN ANY WAY TO THE USE OF THE AED PRODUCTS AND AED SERVICES. THIS RELEASE INCLUDES BUT (BUT IS NOT LIMITED TO) ANY CLAIM, DEMAND, SUIT, LIABILITY, DAMAGE, JUDGMENT, LOSS, EXPENSES, ATTORNEYS' FEES, AND COSTS, THAT MAY BE ASSERTED AGAINST SUPPLIER OR ITS REPRESENTATIVES BY UNIVERSITY FOR ANY EXPENSE, LOSS, OR DAMAGE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, OR ALLEGED TO BE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, BY ANY ACT, OMISSION, OR FAULT OF SUPPLIER OR ITS REPRESENTATIVES.

b. As it pertains to any Participating Public Agency's use of the AEDs, the following shall apply:

40.b.1. RELEASE AND INDEMNIFICATION OF SUPPLIER BY PARTICIPATING PUBLIC AGENCY. PARTICIPATING PUBLIC AGENCY RELEASES AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS SUPPLIER AND ALL OF ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES (COLLECTIVELY, "**REPRESENTATIVES**") OF ANY TYPE FROM LIABILITY FOR ANY AND ALL LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR TYPE, UNDER ANY LEGAL, EQUITABLE OR OTHER THEORY, THAT MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR AFTER THE EXECUTION OF THIS AGREEMENT RELATED IN ANY WAY TO THE USE OF THE AED PRODUCTS AND AED SERVICES. THIS OBLIGATION INCLUDES (BUT IS NOT LIMITED TO) ANY CLAIM, DEMAND, SUIT, LIABILITY, DAMAGE, JUDGMENT, LOSS, EXPENSES, ATTORNEYS' FEES, AND COSTS, THAT MAY BE ASSERTED AGAINST OR INCURRED BY SUPPLIER OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES BY PARTICIPATING PUBLIC AGENCY OR ANY PERSON OR ENTITY NOT A PARTY TO THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, PARTICIPATING PUBLIC AGENCY'S INSURANCE COMPANY, ADMINISTRATIVE BODY OR AUTHORITY, OR PARTICIPATING PUBLIC AGENCY'S EMPLOYEES) FOR ANY EXPENSE, LOSS, OR DAMAGE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, OR ALLEGED TO BE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, BY ANY ACT, OMISSION, OR FAULT OF SUPPLIER OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES. THIS OBLIGATION EXTENDS TO, WITHOUT LIMITATION, STATUTORY CIVIL DAMAGES, ECONOMIC DAMAGES, PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE (REAL AND PERSONAL) ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING (BUT NOT LIMITED TO) ANY CLAIMS BASED UPON BREACH OF THE AGREEMENT, STRICT LIABILITY, REQUESTS FOR OR RIGHTS OF SUBROGATION OR CONTRIBUTION, INDEMNIFICATION, WRONGFUL DEATH, AND NEGLIGENCE (WHETHER ACTIVE OR PASSIVE, AND INCLUDING CLAIMS BASED UPON SUPPLIER'S SOLE, PARTIAL, OR JOINT AND SEVERAL NEGLIGENCE OF ANY TYPE OR DEGREE), AND ANY OTHER CLAIM, WHETHER BASED UPON OR ARISING UNDER CONTRACT, TORT, LAW, OR EQUITY. PARTICIPATING PUBLIC AGENCY FURTHER RELEASES AND WAIVES ANY RIGHT OF SUBROGATION THAT IT, ANY INSURER, OR ANY OTHER THIRD PARTY MAY HAVE DUE TO OR FOR ANY SUCH CLAIM, LOSS, OR DAMAGE. THE PARTICIPATING PUBLIC AGENCY'S DEFENSE, HOLD HARMLESS AND INDEMNIFICATION OBLIGATIONS SHALL ALSO EXTEND TO INJURIES OR DEATH SUSTAINED BY PARTICIPATING PUBLIC AGENCY'S EMPLOYEES AND SHALL NOT BE LIMITED BY ANY APPLICABLE WORKERS' COMPENSATION LAW AND PARTICIPATING PUBLIC AGENCY EXPRESSLY WAIVES ANY STATUTORY OR CONSTITUTIONAL WORKERS' COMPENSATION IMMUNITY UNDER APPLICABLE LAW WHICH WOULD OTHERWISE LIMIT ITS INDEMNIFICATION OBLIGATIONS HEREUNDER. Supplier reserves the right to select counsel to represent it in any such action.

41. **Cleanroom Garments**. University will bear the full responsibility for selecting cleanroom apparel appropriate to its application. University hereby releases Supplier from any and all liability to University that results or might result from the failure of the cleanroom garment to function as intended.

42. **Eyewash Services**. The following terms and conditions shall apply to any Self-Contained The Safety Director® Station(s) ("Eyewash Station(s)") and any Eyewash Services (defined below) provided under this Agreement.

a. Service; Frequency. Supplier will provide periodic service visits to perform the actions identified in this Section 42.a ("Eyewash Service"). During each Eyewash Service, Supplier shall confirm the following relating to the Eyewash Station: (a) a sign is still present; (b) deployment manifold with both nozzles is in the upright position and both nozzles are covered; (c) water flows continuously from both nozzles; and (d) deployment occurs upon drop of manifold and water continuously flows without use of hands. Supplier shall also drain water from the Eyewash Station and replace the water with University-supplied potable water and add water additive solution. Upon completion of the Eyewash Service, Supplier shall apply a tamper-evident seal, and date and initial the service tag. Each Eyewash Service will be performed quarterly, with each Eyewash Service being completed within 120 days following the prior Eyewash Service. If University performs its own inspection and/or University identifies any concern with the Eyewash Products, University shall contact Supplier during normal business hours and Supplier will respond to University by the first business day following receipt of notice.

b. Scope and Limitations of Service. With each Eyewash Station, Supplier shall also provide: one stand; one fluid disposal cart; one eyewash identification sign; and one eyewash mat (together, including the Eyewash Station, the "Eyewash Products") The scope of Supplier's responsibilities under this Agreement is limited to delivering the Eyewash Products and performing Eyewash Services. University acknowledges that the scope of services expressly excludes: performance of a risk or hazard analysis of any kind or type; determining whether the Eyewash Station(s) exists on the same level as a hazard or is accessible within 10 seconds of any given hazard; monitoring the water temperature; providing regulatory guidance; or providing recommendations regarding the type, number, and placement or location of Eyewash Stations at University's facility. University further agrees that Supplier has no responsibility to monitor the condition of the Eyewash Products between Supplier's periodic service visits. University further acknowledges that it bears sole responsibility for ensuring that Eyewash Stations, Eyewash Products, and other eyewash equipment and other equipment at its facility satisfy ANSI, OSHA and all other applicable requirements. University expressly acknowledges that the status of the Eyewash Products can change at any time subsequent to a service visit by Supplier and that Supplier is not responsible or liable for any such change in status, including but not limited to any change in signage.

43. **Fire Services.** The following terms and conditions shall apply to any fire protection products and services provided under this Agreement:

a. Inspection. Supplier shall not be responsible for the consequences of University's failure to inspect the goods or services or for any defects, malfunctions, inaccuracies, insufficiencies or omissions. Where inspection and/or test services are provided, such inspection and/or test shall be documented on Supplier's then-current form, which shall be given to University, and, where required, Supplier may submit a copy thereof to the local authority having jurisdiction. The report and findings by Supplier ARE ONLY ADVISORY IN NATURE and are intended to assist University in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. It is University's responsibility to provide the Supplier with all municipal specific documentation and to ensure such municipal specific documentation for device certification is on site and available to Supplier at the time of inspection.

b. Deficiencies. REPORTED DEFICIENCIES ARE NOT INTENDED TO IMPLY THAT NO OTHER DEFECTS OR HAZARDS EXIST OR THAT ALL ASPECTS OF THE COVERED SYSTEM(S) ARE UNDER CONTROL AT THE TIME OF INSPECTION. RESPONSIBILITY FOR THE CONDITION AND OPERATION OF THE SYSTEM(S) LIES WITH THE UNIVERSITY. University shall promptly notify Supplier of any malfunction which comes to University's attention regarding the Systems.

c. Repair. This Agreement assumes the Systems and related equipment are in operational and maintainable condition as of the Agreement date. If, during the inspection process, Supplier determines that repairs are necessary, Supplier will perform those repairs subject to any applicable Not to Exceed (NTE) Allowance guidelines or notify the University with repair recommendations. Supplier shall have first right of refusal for all recommended repairs authorized by University. Supplier, at its option, may match any quotation provided to University by an alternate Supplier for the repair scope of work or alternate scope of work proposed by an alternate Supplier. Ensuring that recommended repairs are performed is the responsibility of the University. Supplier disclaims any liability which arises from repair recommendations which are not performed.

d. Limited Warranty. Because of the great number and variety of applications for which Supplier's goods and services are purchased, Supplier does not recommend specific applications or assume any responsibility for use, results obtained or suitability for specific applications. University is cautioned to determine the appropriateness of Supplier's goods and services for University's specific application before ordering and to test and evaluate thoroughly all goods before use. Supplier warrants that title to all goods sold by Supplier shall be good and marketable. Except for the warranties specifically set forth in this Agreement, THERE ARE NO OTHER WARRANTIES EXPRESSED OR IMPLIED IN CONNECTION WITH THE SALE OF GOODS AND SERVICES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO DISCLAIMER, EXCLUSION, LIMITATION OR MODIFICATION OF ANY OF THE AFORESAID WARRANTIES SHALL BE DEEMED EFFECTIVE UNLESS IN WRITING SIGNED BY SUPPLIER.

44. **Alarm Monitoring Services.** As it pertains to any Participating Public Agency's use of alarm monitoring services, the terms and conditions set forth in Exhibit A and all attached schedules shall apply. University is not using any alarm monitoring services under this Agreement and in no event shall Exhibit A and all attached schedules apply to University.

45. **Supplier Not an Insurer.** University agrees that neither Supplier nor its contractors or assignees, including, without limitation, those providing monitoring services, (collectively, "Subcontractors") are insurers and no insurance coverage is provided by this Agreement. UNIVERSITY ACKNOWLEDGES AND AGREES THAT SUPPLIER AND ITS CONTRACTORS DO NOT ASSUME ANY RESPONSIBILITY NOR SHALL THEY HAVE ANY LIABILITY FOR CLAIMS MADE AGAINST THEM CLAIMING THAT THEY ARE AN INSURER OF UNIVERSITY'S SYSTEMS, THE FAILURE OF SUCH SYSTEMS TO OPERATE EFFECTIVELY, OR ANY OTHER TYPE OF INSURANCE COVERAGE AS AN INSURER. University acknowledges that during the term of the Agreement, it will maintain a policy of insurance covering public liability, bodily injury, sickness or death, losses for property damage, fire, water damage, and loss of property in amounts that are sufficient to cover all claims of University for any losses sustained. Supplier shall not be responsible for any claims of University against the Subcontractors nor for any portion of any loss or damage that is required to be insured, is insured or insurable by University pursuant to this Section. In addition to the foregoing release and agreements, and to the extent permitted by applicable law, Participating Public Agency agrees to defend, indemnify, and hold Supplier harmless from any claims of Participating Public Agency against the Subcontractors and for any portion of any loss or damage that is required to be insured, is insured or insurable by Participating Public Agency pursuant to this Section.

University may satisfy its insurance obligations under the first paragraph of this Section 46 through a self-insurance program established under Neb. Rev. St. § 85-1,126 (the "Program"). Subject to the terms, conditions, exclusions, and limits of the Program, the Program shall pay on behalf of University, during any of its fiscal years, all sums for which University shall become legally obligated to pay as damages for liability occurrences, up to the limits of $1,000,000 per liability occurrence and $3,000,000 in the aggregate of liability occurrences in any fiscal year. The Program may be evidenced by a Statement of Self-Insurance Coverage.

46. **Limitation of Liability of Supplier.**

a. As it pertains to University, the following limitation of liability shall apply:

46.a.1. IF SUPPLIER OR ITS REPRESENTATIVES ARE HELD LIABLE FOR ANY REASON FOR ANY LOSS, INJURY, OR DAMAGES OF ANY KIND THAT ARISES OUT OF, RESULTS FROM, OR IS RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, LOSSES, INJURIES OR DAMAGES RESULTING FROM SUPPLIER'S SOLE OR PARTIAL NEGLIGENCE, WHETHER ACTIVE OR PASSIVE), UNIVERSITY AGREES AND WARRANTS THAT SUPPLIER'S AND ITS REPRESENTATIVE'S COLLECTIVE LIABILITY TO UNIVERSITY, ITS AGENTS, OFFICERS, DIRECTORS, AND EMPLOYEES SHALL BE LIMITED EXCLUSIVELY TO $2,000,000; PROVIDED, HOWEVER, THAT THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO: (1) DAMAGES ARISING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUPPLIER, ITS EMPLOYEES, ITS SUBCONTRACTORS, OR ITS AGENTS; (2) CLAIMS FOR PERSONAL INJURY, INCLUDING DEATH, ARISING FROM THE NEGLIGENCE OF SUPPLIER, ITS EMPLOYEES, ITS SUBCONTRACTORS, OR ITS AGENTS; (3) AND CLAIMS FOR DAMAGE TO REAL PROPERTY OR TANGIBLE OR INTANGIBLE PROPERTY ARISING FROM SUPPLIER'S ACTS OR OMISSIONS UNDER THE AGREEMENT. If University wishes to increase the limitation of liability, Supplier and University may negotiate a supplemental written agreement to increase the limit of Supplier's liability, but no such agreed upon increase to the limit of Supplier's liability shall be interpreted to find Supplier or its subcontractors or representatives to be insurers. Neither party shall be liable to the other or any other person for any incidental, punitive, speculative, or consequential damages of any type, including, but not limited to, loss of profits or business opportunity.

b. As it pertains to Participating Public Agencies, the following limitation of liability shall apply:

46.b.1. Participating Public Agency acknowledges that Supplier's service fees/purchase prices are based on the value of services or goods provided and the limited liability provided under this Agreement and not on the value of the Participating Public Agency's premises or its contents, or the likelihood or potential extent or severity of injury (including death) to Participating Public Agency or others. Participating Public Agency further acknowledges and agrees that Supplier cannot predict the potential amount, extent, or severity of any damages or injuries that Participating Public Agency or others may incur due to the failure of the goods, systems, or services to work as intended. IF SUPPLIER OR ITS REPRESENTATIVES ARE HELD LIABLE FOR ANY REASON FOR ANY LOSS, INJURY, OR DAMAGES OF ANY KIND THAT ARISES OUT OF, RESULTS FROM, OR IS RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, LOSSES, INJURIES OR DAMAGES RESULTING FROM SUPPLIER'S SOLE OR PARTIAL NEGLIGENCE, WHETHER ACTIVE OR PASSIVE), PARTICIPATING PUBLIC AGENCY AGREES AND WARRANTS THAT SUPPLIER'S AND ITS REPRESENTATIVE'S COLLECTIVE LIABILITY TO PARTICIPATING PUBLIC AGENCY, ITS AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, INVITEES, AND ANY THIRD PARTY SHALL BE LIMITED EXCLUSIVELY TO 25% OF PARTICIPATING PUBLIC AGENCY'S SPEND IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE LIABILITY AROSE. If Participating Public Agency wishes to increase the limitation of liability, Supplier and Participating Public Agency may negotiate a supplemental written agreement to increase the limit of Supplier's liability, but no such agreed upon increase to the limit of Supplier's liability shall be interpreted to find Supplier or its subcontractors or representatives to be insurers. PARTICIPATING PUBLIC AGENCY AGREES THAT THE LIMITS ON THE LIABILITY OF SUPPLIER AND THE WAIVERS AND INDEMNITIES SET FORTH IN THIS AGREEMENT ARE A FAIR ALLOCATION OF RISKS AND LIABILITIES BETWEEN SUPPLIER, PARTICIPATING PUBLIC AGENCY, AND ANY OTHER AFFECTED PARTIES. PARTICIPATING PUBLIC AGENCY ACKNOWLEDGES AND AGREES THAT WERE SUPPLIER TO HAVE LIABILITY GREATER THAN THAT STATED ABOVE, IT WOULD NOT PROVIDE THE GOODS AND SERVICES. Neither party shall be liable to the other or any other person for any incidental, punitive, speculative, or consequential damages of any type, including, but not limited to, loss of profits or business opportunity.

47. **No Federal Contractor**. As a material condition of this Agreement, University represents and warrants that: (a) University is not an agency or instrumentality of the United States government; and (b) this Agreement does not constitute, and is not entered to support, a federal government contract,

subcontract or third party contract. In the event that this Agreement is considered or alleged to be a federal government contract, subcontract or third party contract, Supplier shall have the option unilaterally to terminate this Agreement without penalty. Further, in no event will Supplier act as a subcontractor under a U.S. federal prime contractor or a subrecipient under a U.S. federal grant or cooperative agreement in connection with this Agreement, whether as relates to the University or any other Participating Public Agency.

[Signature page to follow]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date set forth below.

Board of Re[illegible]sity of Nebraska

Signature: Chris Kabourek

Printed Name: Chris Kabourek

Title: Senior VP | CFO

Date: 06/01/23 | 17:12 CDT

Cintas Cor[illegible]

Signature:

Printed Name: Joe Cerni

Title: VP Higher Education & Public Sector

Date: 06/01/23 | 14:42 CDT

Notices to the University shall be sent to:

[Name][Department]
[Address]
[City, State, Zip]

With copy to:

Legal Notices
C/O P2P Procurement Contracts
1700 Y Street, BSC 125
Lincoln, NE 68588-0645

Notices to Supplier shall be sent to:

Cintas Corporation No. 2 – General Counsel
6800 Cintas Boulevard, Mason, Ohio 45262-5737

2. Exhibit A to Master Agreement, Alarm Monitoring Terms and Conditions (Inclusive of Schedules A and B)

Exhibit A
Alarm Monitoring Terms and Conditions

Cintas Corporation No. 2, d/b/a Cintas Fire Protection, and its parents, subsidiaries, and affiliates ("Cintas") agree to perform fire alarm monitoring services and other related services (collectively, "Monitoring Services") for a commercial signaling system ("System") located at the premises listed on Schedule A of this Alarm Monitoring Agreement (the "Premises") at the prices and on the terms and conditions set forth in this Alarm Monitoring Agreement ("Alarm Monitoring Agreement"). In the event of a conflict on inconsistency between terms and conditions in this Alarm Monitoring Agreement and the terms and conditions set forth in the master Agreement between Cintas and Customer, this Alarm Monitoring Agreement shall control with respect to any Monitoring Services.

Customer Name:			Effective Date:	
Monitored Address:		City:	State:	Zip:
Phone:		Fax:		
Contact Name:	Contact Title:		Contact Email:	
Billing Name:	Billing Address:			
City:	State:	Zip:	Billing Phone:	
AP Contact Name:		AP Contact Phone:		
AP Contact Email:			Payment Terms:	
Purchase Order: CHOOSE ONE	Payment Portal:	☐ yes ☒ no	Name of Portal:	

SERVICE	# OF UNITS		PRICE		COST
		x		x 12 =	/year
		x		x 12 =	/year
		x		x 12 =	/year
			TOTAL ANNUAL COST	=	/year
			/one time		
			/one time		
			/one time		
			TOTAL ONE TIME	=	

1. Annual Monitoring Fee. Cintas bills annually for monitoring services. The Customer must pay a one-time service activation fee and the entire annual monitoring fee, both of which are due thirty (30) days prior to the Alarm Monitoring Agreement Effective Date. Upon request to Cintas and Cintas's written approval, Customer may be permitted to pay the annual maintenance fee in periodic payment. If periodic payments are elected, Customer must pay the one-time service activation fee and first periodic payment thirty (30) days prior to the Alarm Monitoring Agreement Start Date. Subsequent periodic payments are due upon receipt of each invoice. Quarterly or monthly payments shall include a surcharge of 4% per payment. For any payment that is not paid within thirty (30)days of the invoice date, Cintas shall be entitled to assess, and Customer shall pay, a service charge of 5% of the amount of the unpaid amount due and a finance charge of 1-1/2% per month on the unpaid amount due. Cintas has the right to increase periodic charges at any time or times (i) after expiration of one (1) year from the Alarm Monitoring Agreement Start Date; provided, that any increase shall not exceed the greater of 6% or the increase in CPI for all urban consumers in the United States for the period since any prior increase and (ii) at any time for any new or increased pass-through fees, costs and expenses.
2. Rented Cintas Net Equipment. For rented Cintas Net units, Cintas shall retain exclusive ownership, title, and control of the Cintas Net units at all times. If repair or replacement of the Cintas Net units is required for any reason other than ordinary wear and tear, the Customer shall pay for any such repair or replacement at Cintas's then-prevailing charges for time and/or material. For purposes of this paragraph, "ordinary wear and tear" does not include obsolete units or units that have reached the end of their useful life.

3. False Alarms. In the event the System is activated for any reason, other than activation caused by Cintas during a service inspection, Customer shall pay or reimburse Cintas for any and all fees, fines, costs, expenses, penalties and other charges assessed against Customer or Cintas pursuant to any law or by any governmental entity, court, or administrative agency.
4. Emergency Contact Information. Customer shall (i) furnish Cintas with all contact information for the Monitoring Services to Cintas in writing, including contact numbers for the person(s) identified by Customer as Customer's emergency contacts ("Customer Contacts") and contact numbers for the responsible police, sheriff, fire, medical, ambulance, guard, patrol, and response services and other governmental, private, or volunteer departments and organizations ("First Responders") requested on the Customer's Contact and First Responder's List, attached as Schedule "B" of this Alarm Monitoring Agreement ("Call List") and (ii) keep all information on the Call List current by submitting any changes in writing to the servicing Cintas location. Customer acknowledges and agrees that no such submission is deemed complete or effective until it receives written acknowledgment from Cintas that the information or changes have been received and entered. Customer further acknowledges and agrees that it has the sole responsibility for determining and providing the proper emergency contact information to Cintas in writing, regardless of whether it has Schedule "B" of the Alarm Monitoring Agreement available. Customer acknowledges that it can contact Cintas if it requires copies of Schedule B to comply with the provisions of this paragraph. Customer further acknowledges and agrees that Cintas has no responsibility for determining, evaluating, or confirming whether the "First Responders" identified are the proper or responsible authority for the Premises in question or whether any of the contact information provided is correct. Customer acknowledges and agrees that Cintas will rely solely upon the contact information provided by customer to perform the Monitoring Services. Customer bears all responsibility in the event that any of the information listed on the Call List is incorrect, inaccurate, expired, or illegible/unintelligible.
5. Term; Renewal. The Term of this Alarm Monitoring Agreement shall match the term of the master Agreement.
6. Cancellation. Customer may terminate this Alarm Monitoring Agreement or the Monitoring Service to any Premises covered by this Alarm Monitoring Agreement for its convenience at anytime with a sixty (60) day advance written notification. With the notice, Customer shall pay to Cintas (i) all charges then due, and (ii) 90% of all periodic payments which would be due for the unexpired term of this Alarm Monitoring Agreement, if this Alarm Monitoring Agreement is terminated, or the unexpired term related to the Premises, as liquidated damages and not as a penalty. Cintas shall have no further obligation to perform Monitoring Services for the Premises on and after the termination date, whether under this Alarm Monitoring Agreement or any obligation at law or in equity. In addition, for rented Cintas Net Units, on and after the last date of Monitoring Services, Customer shall permit Cintas access to the Premises during regular business hours to remove any and all such Cintas Net units. Customer shall pay Cintas $1,500 per Cintas Net unit that is damaged or is determined, in Cintas's sole and absolute discretion, to be not in good and proper working order after it is removed from the Premises.
7. Subcontractors. Cintas may subcontract the services to be performed under this Alarm Monitoring Agreement. Customer acknowledges and agrees that all provisions of this Alarm Monitoring Agreement inure to the benefit of and are applicable to any subcontractors engaged by Cintas to provide any service to Customer ("Subcontractor") and that they bind Customer to each such Subcontractor(s) with the same force and effect as they bind Customer to Cintas. (Accordingly, when used in this Alarm Monitoring Agreement, the term "Cintas" includes any such Subcontractors, Cintas employees, and agents.) Customer acknowledges that Subcontractors are independent companies and have no affiliation with Cintas. Customer irrevocably appoints Cintas as its agent to communicate with the Subcontractor(s)concerning all matters related to this Alarm Monitoring Agreement including, without limitation, Monitoring Services.
8. Monitoring Services. Customer acknowledges and agrees that the scope of the Monitoring Services Cintas has agreed to provide pursuant to this Alarm Monitoring Agreement is limited. For the purposes of this Alarm Monitoring Agreement, Cintas's Monitoring Service personnel ("Operators") will only (i) monitor a computer screen that may display specific codes ("Listed Codes") transmitted by Customer's alarm system at the Premises and/or (ii) monitor incoming telephone calls for voice communications from the Premises requesting assistance ("Voice Communications"), as applicable. Upon receiving Listed Codes or Voice Communications that, in the Operator's sole and absolute discretion, clearly and unambiguously constitute a valid alarm condition or request for assistance, the Operator is only required to communicate electronically and/or telephonically with First Responders or call by telephone the telephone numbers supplied by Customer in writing on the Call List within a reasonable period of time, given the circumstances existing at that time at the monitoring facility and the priority of the Listed Codes and/or Voice Communications. Customer understands and agrees that no Monitoring Services shall or need be rendered for signals received that are not Listed Codes or for Voice Communications that do not clearly and unambiguously request assistance, in Cintas's sole and absolute determination. Notwithstanding anything contained herein to the contrary, (a) upon receipt of a Listed Code or Voice Communication, and prior to contacting and/or telephoning First Responders, Cintas may, in its sole and absolute discretion and without any liability, contact or attempt to contact the Premises and/or the Customer Contacts (whether by telephone, electronic mail, or other contact information provided by Customer) as frequently as Cintas(in its sole and absolute discretion) deems appropriate to verify the necessity to report the receipt of a Listed Code or Voice Communication to the First Responders and/or the Customer Contacts, and (b) upon receipt of an abort code or Voice Communication from the Premises, the Customer, a Customer representative, a First Responder, and/or a Customer Contact, Cintas may, in its sole and absolute discretion and without any liability, refrain from contacting First Responders or advise First Responders of receipt of an abort code or Voice Communication or other communication instructing Cintas and/or First Responders to disregard the receipt of a Listed Code. Customer irrevocably agrees that any person at the Premises, Customer's representatives, and all of the Customer Contacts and First Responders have Customer's authority and consent to instruct Cintas to disregard the receipt of a Listed Code and/or Voice Communication informing of an alarm condition or otherwise requesting assistance. Customer acknowledges and agrees that Cintas has no responsibility for providing, establishing, determining, auditing, or otherwise evaluating in any way the Listed Codes that are provided and/or by Customer's system. Customer, for him/her/itself and as the authorized agent of his/her/its representatives and each person on the Customer's Call List at any time, consents to Cintas (i) calling each such person's cell phone, other mobile

device, or phone of any type; (ii) using automatic dialers; and (iii)using a technology known as "robocalling" (unless such person notifies Cintas that he/she opts out of this clause (iii))

Customer acknowledges and agrees that Cintas's efforts to notify First Responders shall be satisfied by attempting telephone contact with any person answering the telephone at the telephone number(s) provided to Cintas in writing or by leaving a message with a telephone answering service or any mechanical, electrical, electronic or other technology permitting the recording of voice and/or data communications. Customer acknowledges and agrees that in no event is Cintas respons ble for documenting its attempts to make the contact(s) referred to herein; to make any specific number of attempts at such contact(s); or for ensuring or documenting a response to any such attempted contact(s).

If the Premises is/are located in a jurisdiction that requires a personal verified on-site response ("Verified Response") prior to dispatching a Proper Authority, Customer has the sole responsibility to engage a service to provide such Verified Response. All fees, costs, and expenses incurred in obtaining or providing a Verified Response shall be borne solely by Customer. Customer understands and agrees that First Responders may not be dispatched or respond to the Premises after notice to First Responders unless there is independent confirmation of an incident at the Premises, such as an on-site witness's report, that a reason for response exists.

Customer further acknowledges and agrees that (i) all software, hardware, firmware, codes, data, audio and voice communications, video images, information and documentation arising out of or from, in connection with, related to, as a consequence of, or resulting from execution of this Alarm Monitoring Agreement or the Monitoring Services (collectively, "Intellectual Property") are the sole and exclusive property of Cintas, and Customer has no rights whatsoever in any of the Intellectual Property, and (ii) Cintas shall have the right, in its sole and absolute discretion, to destroy, delete, erase, or otherwise compromise (collectively, "Destruction") the Intellectual Property at any time without notice to Customer. If Cintas receives a written request from Customer to retain any specific Intellectual Property prior to the Destruction thereof, Cintas agrees to use commercially reasonable efforts to store the specific Intellectual Property as requested by Customer on the condition precedent that Customer pay all fees, costs, and expenses of any kind related to the request.

9. Run-Away Systems. If Cintas notifies Customer by telephone, electronically, or otherwise that its System is excessively transmitting signals to Cintas's monitoring facility (a "Run-Away System") and Customer fails to (i) immediately authorize Cintas to provide repair service to the Run-Away System, and (ii) provide reasonable unrestricted access to the Premises and the Run-Away System within four (4) hours after such notice, Customer agrees to pay to Cintas its then-prevailing charges for each signal transmitted to Cintas's monitoring facility by the Run-Away System.
10. **DISCLAIMER OF WARRANTIES AND REPRESENTATIONS.** Because of the great number and variety of applications for which Cintas's goods and services are purchased, Cintas does not design goods or services, does not recommend specific applications of goods or services, or and does not assume any responsibility for use, results obtained, or suitability for specific applications of goods or services. Customer acknowledges and agrees that Cintas has not made any representations or warranties to Customer regarding any fire suppression system or alarm system (or components thereof) at the Premises, its fitness for any purpose, or its suitability or effectiveness as designed. Customer further acknowledges and agrees that it has the sole responsibility for determining the appropriateness of Cintas's goods and services for Customer's specific application(s) before ordering and to test and evaluate thoroughly all goods before use. Cintas warrants that title to all goods it sells to Customer shall be good and marketable. CUSTOMER ACKNOWLEDGES AND AGREES THAT CINTAS MAKES NO GUARANTEES, REPRESENTATIONS, OR OTHER WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, IN CONNECTION WITH THE SALE OF THE GOODS AND/OR SERVICES PURSUANT TO THIS ALARM MONITORING AGREEMENT, INCLUDING (BUT NOT LIMITED TO) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN AS SPECIFICALLY ENUMERATED ELSEWHERE IN THIS ALARM MONITORING AGREEMENT. NO MODIFICATION, WAIVER, OR AMENDMENT OF THIS DISCLAIMER SHALL BE DEEMED EFFECTIVE UNLESS MADE IN A WRITING DRAFTED BY CINTAS FOR THIS EXPRESS PURPOSE THAT IS (I) SIGNED BY CINTAS, (II) EXPLICITLY USES THE TERM "WARRANTY" IN ITS TITLE, (III) SPECIFICALLY REFERENCES THIS ALARM MONITORING AGREEMENT; AND (IV) EXPLICITLY AND UNAMBIGUOUSLY DESCRIBES WHAT ADDITIONAL WARRANTY(IES) ARE BEING OFFERED TO CUSTOMER PURSUANT TO THIS ALARM MONITORING AGREEMENT. CUSTOMER FURTHER AGREES THAT THIS EXPLICITLY EXCLUDES ANY OF CINTAS'S SALES MATERIALS, CIRCULARS, WEBSITES, OR OTHER ADVERTISING MATERIALS OF ANY TYPE FROM CREATING ANY WARRANTIES UNDER THIS ALARM MONITORING AGREEMENT, AND CUSTOMER WARRANTS THAT IT IS NOT RELYING UPON ANY SUCH MATERIALS FOR THIS PURPOSE.
11. **CINTAS NOT AN INSURER; CUSTOMER'S OBLIGATION TO OBTAIN INSURANCE AS SOLE RECOVERY FOR ANY LOSS AND WARRANTY OF SAME.** Customer acknowledges and agrees that neither Cintas nor its Subcontractors or assignees, including, without limitation, those providing monitoring services are insurers and that no insurance coverage is provided by this Alarm Monitoring Agreement. CUSTOMER ACKNOWLEDGES AND AGREES THAT CINTAS ASSUMES NO RESPONSIBILITY FOR, NOR SHALL IT HAVE ANY LIABILITY FOR, CLAIMS MADE AGAINST IT CLAIMING THAT IT IS AN INSURER OF CUSTOMER'S SYSTEMS OR ANY OTHER PROPERTY FOR ANY PURPOSE, INCLUDING, BUT NOT LIMITED TO, THE FAILURE OF SUCH SYSTEMS TO OPERATE EFFECTIVELY OR AS DESIGNED. Customer acknowledges that during the term of the Alarm Monitoring Agreement, it is the specific intent of the parties that the Customer will obtain and maintain insurance coverage with minimum coverage of at least two million dollars (U.S.), at the Customer's expense, that will cover any and all losses, damages, and expense arising out of or from, in connection with, related to, as a consequence of, or resulting from this Alarm Monitoring Agreement in any way, including, but not limited to, public liability, bodily injury, sickness or death, losses for property damage, fire, water damage, and loss of property, and Customer agrees to and warrants that it will obtain and maintain such insurance coverage at all times at no cost to Cintas. Customer shall name Cintas as an additional insured by endorsement on any

such policy(ies). This endorsement shall be without limitation or restriction of any type, and Cintas shall be exempt from, and in no way liable for, any sums of money related to this policy(ies) and associated coverage of any type, including, but not limited to, premium payments, deductible, co-payments, or self-insured retention, all of which are the sole respons bility of Customer. Customer agrees that recovery for all such injuries, losses, and damages shall be limited to this insurance coverage only and that it will look exclusively to its insurer(s) to recover for any such injuries, losses, and damages. CUSTOMER RELEASES AND AGREES TO INDEMNIFY AND HOLD HARMLESS CINTAS FROM AND AGAINST ALL COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES), AND LIABILITY ARISING FROM CLAIMS REQUIRED TO BE COVERED BY INSURANCE PURSUANT TO THIS SECTION, INCLUDING ANY CLAIMS FOR DAMAGES ATTRIBUTABLE TO PUBLIC LIABILITY, BODILY INJURY, SICKNESS, OR DEATH, OR THE DESTRUCTION OF ANY REAL OR PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, THOSE THAT ARE ATTRIBUTABLE TO CINTAS'S PARTIAL OR SOLE NEGLIGENCE. CUSTOMER FURTHER RELEASES AND WAIVES ANY RIGHT OF SUBROGATION THAT IT, ANY INSURER, OR ANY OTHER THIRD PARTY MAY HAVE DUE TO OR FOR ANY SUCH CLAIM, LOSS, OR DAMAGE. CINTAS SHALL NOT BE RESPONSIBLE FOR ANY CLAIMS OF CUSTOMER, ANY LOSSES, OR ANY DAMAGES THAT IS REQUIRED TO BE INSURED UNDER THIS ALARM MONITORING AGREEMENT, IS INSURED, OR IS INSURABLE. CUSTOMER AGREES TO INDEMNIFY CINTAS AGAINST ANY AND ALL SUCH CLAIMS, INCLUDING CLAIMS OF THIRD PARTIES, THAT MAY ARISE THAT ARE RELATED TO THE ALARM MONITORING AGREEMENT OR THE PROVISION OF THE SERVICES IN ANY WAY THAT MAY ARISE DUE TO CUSTOMER'S BREACH OF THESE OBLIGATIONS.

12. RELEASE AND INDEMNIFICATION OF CINTAS BY CUSTOMER. CUSTOMER RELEASES AND AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CINTAS AND ANY/ALL OF ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES OF ANY TYPE FROM LIABILITY FOR ANY AND ALL LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR TYPE, UNDER ANY LEGAL, EQUITABLE OR OTHER THEORY, THAT MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR AFTER THE EXECUTION OF THIS ALARM MONITORING AGREEMENT RELATED IN ANY WAY TO THE SUBJECT MATTER OF THIS ALARM MONITORING AGREEMENT OR PERFORMANCE UNDER THE ALARM MONITORING AGREEMENT, INCLUDING (BUT NOT LIMITED TO) THE IMPROPER OPERATION OR NON-OPERATION OF THE FIRE SUPPRESSION, ALARM, MONITORING OR OTHER SYSTEM(S) OR ANY FAILURE OF THE MONITORING SERVICE FOR ANY REASON WHATSOEVER. THIS OBLIGATION INCLUDES (BUT IS NOT LIMITED TO) ANY CLAIM, DEMAND, SUIT, LIABILITY, DAMAGE, JUDGMENT, LOSS, EXPENSES, ATTORNEY'S FEES, AND COSTS, THAT MAY BE ASSERTED AGAINST OR INCURRED BY CINTAS OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES BY CUSTOMER OR ANY PERSON OR ENTITY NOT A PARTY TO THIS ALARM MONITORING AGREEMENT (INCLUDING, BUT NOT LIMITED TO, CUSTOMER'S INSURANCE COMPANY, ADMINISTRATIVE BODY OR AUTHORITY, OR CUSTOMER'S EMPLOYEES) FOR ANY EXPENSE, LOSS, OR DAMAGE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, OR ALLEGED TO BE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, BY ANY ACT, OMISSION, OR FAULT OF CINTAS OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES. THIS OBLIGATION EXTENDS TO, WITHOUT LIMITATION, STATUTORY CIVIL DAMAGES, ECONOMIC DAMAGES, PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE (REAL AND PERSONAL) ARISING OUT OF OR RELATED TO THIS ALARM MONITORING AGREEMENT, INCLUDING (BUT NOT LIMITED TO) ANY CLAIMS BASED UPON BREACH OF THE ALARM MONITORING AGREEMENT, STRICT LIABILITY, REQUESTS FOR OR RIGHTS OF SUBROGATION OR CONTRIBUTION, INDEMNIFICATION, WRONGFUL DEATH, AND NEGLIGENCE (WHETHER ACTIVE OR PASSIVE, AND INCLUDING CLAIMS BASED UPON CINTAS'S SOLE, PARTIAL, OR JOINT AND SEVERAL NEGLIGENCE OF ANY TYPE OR DEGREE), AND ANY OTHER CLAIM, WHETHER BASED UPON OR ARISING UNDER CONTRACT, TORT, LAW, OR EQUITY. CUSTOMER FURTHER RELEASES AND WAIVES ANY RIGHT OF SUBROGATION THAT IT, ANY INSURER, OR ANY OTHER THIRD PARTY MAY HAVE DUE TO OR FOR ANY SUCH CLAIM, LOSS, OR DAMAGE. CINTAS RESERVES THE RIGHT TO SELECT COUNSEL TO REPRESENT ITSELF IN ANY SUCH ACTION.

13. DISCLAIMER/LIMITATION OF LIABILITY. CUSTOMER UNDERSTANDS AND AGREES AS FOLLOWS: (I) NEITHER CINTAS NOR ITS DIRECTORS, OFFICERS, SHAREHOLDERS, PARTNERS OR EMPLOYEES (COLLECTIVELY, "REPRESENTATIVES") IS AN INSURER; (II) IT IS THE SPECIFIC INTENT OF THE PARTIES THAT (A) INSURANCE COVERING ALL LOSS, DAMAGE AND EXPENSE ARISING OUT OF OR FROM, IN CONNECTION WITH, RELATED TO, AS A CONSEQUENCE OF OR RESULTING FROM THIS ALARM MONITORING AGREEMENT, SHALL BE OBTAINED AND CONTINUOUSLY MAINTAINED BY THE CUSTOMER, (B) RECOVERY FOR ALL SUCH LOSS, DAMAGE AND EXPENSE SHALL BE LIMITED TO ANY SUCH INSURANCE COVERAGE ONLY, AND (C) CINTAS AND REPRESENTATIVES ARE RELEASED FROM ANY AND ALL LIABILITY FOR ALL SUCH LOSS, DAMAGE AND EXPENSE; (III) CINTAS AND REPRESENTATIVES, EXCEPT AS SET FORTH HEREIN, MAKE NO GUARANTEE, REPRESENTATION OR WARRANTY INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE; (IV) CINTAS AND REPRESENTATIVES ARE RELEASED FOR ALL LOSS, DAMAGE OR EXPENSE WHICH MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR SUBSEQUENT TO THE EXECUTION OF THIS ALARM MONITORING AGREEMENT DUE TO THE IMPROPER OPERATION OR NON-OPERATION OF THE SYSTEM (INCLUDING, WITHOUT LIMITATION OR EXAMPLE, THE COMMUNICATIONS EQUIPMENT OR SERVICES NECESSARY TO TRANSMIT TO OR FROM OR RECEIVE ANY DATA AT THE PREMISES OR THE MONITORING FACILITY); AND (V) SHOULD THERE ARISE ANY LIABILITY ON THE PART OF CINTAS OR REPRESENTATIVES FOR ECONOMIC LOSSES, PERSONAL INJURY, INCLUDING DEATH, OR PROPERTY DAMAGE (REAL OR PERSONAL) WHICH IS IN CONNECTION WITH, ARISES OUT OF OR FROM, RESULTS FROM, IS RELATED TO OR IS A CONSEQUENCE OF THE ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE OF CINTAS OR REPRESENTATIVES INCLUDING, WITHOUT LIMITATION, ACTS, ERRORS OR OMISSIONS WHICH OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH OR SUBSEQUENT TO THE EXECUTION OF THIS ALARM MONITORING AGREEMENT, OR BREACH OF THIS ALARM MONITORING AGREEMENT, OR ANY CLAIM BROUGHT IN PRODUCT OR STRICT LIABILITY, SUBROGATION, CONTRIBUTION OR INDEMNIFICATION, WHETHER IN CONTRACT, TORT OR EQUITY, INCLUDING, WITHOUT

LIMITATION, ANY GENERAL, DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, STATUTORY OR CONSEQUENTIAL DAMAGES, IRRESPECTIVE OF CAUSE, SUCH LIABILITY SHALL BE LIMITED TO THE MAXIMUM SUM OF $1,000.00 COLLECTIVELY FOR CINTAS AND REPRESENTATIVES, AND THIS LIABILITY SHALL BE EXCLUSIVE. IF CUSTOMER WISHES TO INCREASE THE LIMITATION OF LIABILITY, CINTAS AND CUSTOMER MAY NEGOTIATE A SUPPLEMENTAL WRITTEN AGREEMENT TO INCREASE THE LIMIT OF CINTAS'S LIABILITY BUT NO SUCH AGREED UPON INCREASE TO THE LIMIT OF CINTAS'S LIABILITY SHALL BE INTERPRETED TO FIND CINTAS OR ITS SUBCONTRACTORS OR REPRESENTATIVES TO BE INSURERS.

14. Central Control Panel. Customer understands, acknowledges, and agrees that Customer shall provide an undamaged and fully operational System compliant with law including, without limitation, a central control panel compliant with law (the "Panel") useable by Cintas without any cost or expense to Cintas, e.g., if the Panel is programmed with proprietary data and not fully accessible or useable by Cintas, Customer shall promptly have the Panel reprogrammed so that it is fully accessible and useable by Cintas or, if necessary, replaced by Customer or replaced by Cintas at an additional charge to Customer.
15. Communication Path and Signals, Electrical Connections, and Systems. Customer acknowledges and agrees that during the term of this Alarm Monitoring Agreement, it is Customer's sole responsibility to provide and maintain the communication path (e.g., telephone lines, radio signal path, VOIP, etc.) for all monitoring signals. In all cases, Customer acknowledges and agrees that it has the sole responsibility to provide and maintain all required dedicated electrical connections to the System and equipment necessary or as required by applicable local, state, NFPA, insurance, and any other applicable standards and codes. Customer further acknowledges and agrees that Cintas has no responsibility to notify Customer of any failures in the communication path or signals received, including, but not limited to, failures of the System to send any periodic confirmation that the communication path and/or System is operational.
16. NO WARRANTIES OR REPRESENTATIONS BY CINTAS REGARDING SYSTEM. CUSTOMER ACKNOWLEDGES AND AGREES THAT CINTAS HAS NOT MADE ANY REPRESENTATION OR WARRANTIES (EXPRESS OR IMPLIED) TO CUSTOMER OF ANY KIND REGARDING THE SYSTEM AT THE PREMISES IDENTIFIED UNDER THIS ALARM MONITORING AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ITS FITNESS FOR ANY PURPOSE, ITS MERCHANTABILITY, OR ITS SUITABILITY OR EFFECTIVENESS AS AN ALARM SYSTEM. UNDER THE TERMS OF THIS ALARM MONITORING AGREEMENT, NEITHER CINTAS NOR ANY SUBCONTRACTOR IS RESPONSIBLE FOR THE MAINTENANCE, SERVICE, REPAIR, OR OPERATION OF THE SYSTEM AND SHALL NOT BE LIABLE FOR ANY FAILURE OR MALFUNCTION OF THE SYSTEM TO DETECT AND COMMUNICATE SIGNALS TO THE MONITORING FACILITY.
17. Suspension of Service. Customer agrees that (i) Cintas's obligations hereunder are waived automatically without notice, and (ii) Cintas is released for and from all loss, damage, and expense in the event of a default or breach of this Alarm Monitoring Agreement by Customer or if the monitoring facility, transmission medium between the System and the monitoring facility, or the System are destroyed, damaged, altered, rendered inoperable, or malfunction for any reason whatsoever, for the duration of such interruption of service, and Customer shall be entitled to reimbursement of the unearned charge paid for the period of interruption upon Customer's request. CUSTOMER AGREES THAT THIS SHALL BE THE LIMIT OF CINTAS'S LIABILITY FOR ANY SUCH EVENT.
18. Delay or Interruption of Service. Cintas and its Subcontractors shall not be liable for delays in or interruption of Monitoring Service caused, in whole or in part, by riots, strikes, lockouts, other labor disputes, civil unrest, terrorism, war (declared or undeclared), insurrections, weather, natural phenomena, earthquakes, lightning, storms, power failures, hurricanes, tornadoes, interruption of communications (including, but not limited to, telephone, cable, cellular, satellite, internet, radio service or the malfunction of any or all such communications or communication devices for any reason whatsoever), acts of God, social instability, casualty, governmental orders, laws, rules, regulations, transportation, environmental conditions, or any other causes beyond the reasonable control of Cintas or its Subcontractors ("Force Majeure"), and all Monitoring Services shall be suspended during Force Majeure. Customer acknowledges and agrees that during any interruption of Monitoring Services for any reason including, without limitation, Force Majeure, Cintas has no duty or obligation to notify Customer of any such interruption or to supply Customer with alternative or substitute Monitoring Services, and has no liability for declining or failing to do so.
19. Consent to Intercept, Record, Disclose and Use Contents of Communications. Customer, for itself and as the authorized agent of its employees, invitees, guests, and representatives (individually and collectively, "Any Person"), consents to Cintas and any Subcontractor recording, retrieving, reviewing, copying, disclosing, and/or using the contents of all telephone and other forms of transmission or communication to which Customer and/or Any Person and Cintas or any Subcontractor are parties.
20. Default of Customer. In the event of any default by Customer, without limiting the rights of Cintas under this Alarm Monitoring Agreement or at law or equity, Cintas shall be entitled to retain all prepayments received, and Customer shall immediately pay to Cintas (i) all payments then due and payable, and (ii) ninety percent(90%) of all payments which would be due under this Alarm Monitoring Agreement for the unexpired term as liquidated damages and not as a penalty. In any such event, Cintas shall have no further obligation to perform under this Alarm Monitoring Agreement. In addition, if any suit or alternative dispute resolution proceeding is instituted and Cintas is the substantially prevailing party by judgment, award, finding, or settlement, Customer shall pay directly or reimburse Cintas for all of its costs and expenses, including, without limitation or example, consultants' and professionals' fees and costs including, without limitation or example, reasonable attorneys' fees and costs.
21. Governing Law. To the greatest extent permitted by law, this Alarm Monitoring Agreement shall be governed by the laws of the Customer is located, and it explicitly excludes any reference or resort to choice of law rules that suggest or require that the laws of another jurisdiction be applied.
22. Intentionally Omitted.
23. LIMITATION OF ACTION. ANY ACTION BY CUSTOMER AGAINST CINTAS OR ANY SUBCONTRACTOR MUST BE COMMENCED WITHIN ONE YEAR OF THE ACCRUAL OF THE CAUSE OF ACTION OR THE ACTION SHALL BE BARRED, REGARDLESS OF ANY OTHER STATUTE OF LIMITATION OR REPOSE THAT MAY APPLY TO THE CLAIM UNDER STATE OR FEDERAL LAW.

24. Authority to Execute Alarm Monitoring Agreement. Each party represents and warrants to the other party that (i) the execution, delivery, and performance of this Alarm Monitoring Agreement have been duly authorized by all necessary entity action(s), and (ii) this Alarm Monitoring Agreement constitutes a valid and binding obligation as to it, enforceable against it in accordance with its terms. The person signing this Alarm Monitoring Agreement on behalf of Customer expressly represents and warrants that he or she has all authority necessary to bind Customer to its terms.
25. Assignment. This Alarm Monitoring Agreement cannot be assigned by the Customer without the prior written consent of Cintas, which will not be unreasonably withheld. Cintas has the right to assign this Alarm Monitoring Agreement, and it may do so in its sole and absolute discretion. The Alarm Monitoring Agreement shall inure to the benefit of and be binding on the parties and their respective successors and permitted assigns
26. Waiver. No waiver of any provision of this Alarm Monitoring Agreement by a party shall be valid unless the same is in writing and signed by the party against whom it is sought to be enforced. No waiver of any provision of this Alarm Monitoring Agreement at any time will be deemed a waiver of any other provision of this Alarm Monitoring Agreement at such time, nor will it be deemed a waiver of that same provision at any other time.
27. Severability. The invalidity or unenforceability of any provision, section, or portion of a section of this Alarm Monitoring Agreement shall not affect the validity or enforceability of any other provision or section; provided, however, in the event one or more of the paragraphs "Disclaimer of Warranties and Representations," "Cintas Not an Insurer; Customer's Obligation To Obtain Insurance As Sole Recovery For Any Loss And Warranty Of Same," "Release And Indemnification Of Cintas By Customer," "Limitation Of Cintas's Liability; Liquidated Damages," and/or "No Warranties Or Representations By Cintas Regarding System" (or any portion thereof) are held by a court or other authority to be invalid or unenforceable (whether in an action involving the parties, any action involving Cintas, or any other action involving similar provisions), Cintas shall have the right to terminate this Alarm Monitoring Agreement without any liability of any type upon thirty (30) days prior written notice to Customer. Furthermore, the parties agree that in the event any of the interest rate provisions, cancellation fees, rate increases, renewal term lengths, or any other calculation of amounts due and owing Cintas under Paragraphs 1, 5, 6, or 20 are deemed to be excessive and/or unenforceable under applicable law, any such rate, fee, increase, term, or other calculation will be reduced to the maximum rate, value, or amount permitted by applicable law and will be binding upon them.
28. Prior Agreements With Others. Customer represents and warrants that (i) its cancellation or termination of any contract, and/or (ii) its execution of this Alarm Monitoring Agreement does not breach and will not breach any contract with or obligation to any other person. Customer agrees to protect, defend, indemnify, and hold harmless Cintas from and against and pay (without any condition that Cintas first pay) for all claims, demands, suits, liabilities, losses, damages, judgments, costs, and expenses, including, without limitation, attorneys' fees and court costs, arising out of or from, in connection with, as a result of, related to, or as a consequence of Customer's breach of this representation and warranty.
29. Updated Terms and Conditions and Policies. Customer acknowledges and agrees that Cintas may send copies of its various policies to Customer, including, but not limited to, amendments to these Terms and Conditions via e-mail or make them available via a web portal or other similar mechanism and that these policies are incorporated and made part of this Alarm Monitoring Agreement. To be effective, however, amendments to the Terms and Conditions must be expressly referred to as such in the e-mail, web portal, or other similar mechanism. Customer acknowledges and agrees that its continued request for service pursuant to this Alarm Monitoring Agreement and/or use and/or acceptance of the goods and/or services provided under this Alarm Monitoring Agreement constitute acceptance of any such updated Terms and Conditions and/or policies.
30. Internet Services. Cintas grants to Customer a non-exclusive, non-transferable license to use the Cintas portal via the Internet to access, input, delete, and modify Information through the internet related to the Services. Except for Customer's (a) failure to keep confidential all Intellectual Property, passwords, and other information related to the Services, (b) use of the license, the Intellectual Property, or other information related to or used in provision of the Services in any manner that negatively affects Cintas, (c) use of the license, the Intellectual Property, or other information related to or used in provision of the Services for any illegal purpose, or (d) violation of any applicable law, this license shall continue and be coextensive with the term of this Alarm Monitoring Agreement. Customer shall be solely and absolutely responsible for any information which it inputs, deletes, or modifies. Customer agrees that upon termination of this Alarm Monitoring Agreement or termination or suspension of the license by Cintas, Cintas may immediately, and without notice, disable Customer's access to the portal and cancel all passwords or other access codes.
31. Cross-Default. If Cintas and Customer are or become parties to any other agreement, Customer acknowledges and agrees that a default by Customer under this Alarm Monitoring Agreement or any other agreement between the parties shall be deemed to be a default by Customer under all such agreements, permitting Cintas, in its sole and absolute discretion, to exercise any or all of its rights under any or all of such agreements.
32. Electronic Mail Notice. If Customer elects to receive automatic electronic mail notice of certain System events (e.g., the arming or disarming of the System), Customer acknowledges, understands, and agrees that (i) any such notice is conditioned on (a) receipt of the data at Cintas's central station, (b)the proper operation of communication equipment, services, systems and networks including, without limitation, the Internet, and (c) lack of any failure, malfunction, or delay in processing or transmitting the data by Cintas's equipment or software, and (ii) Cintas is released from any liability arising out of or from, resulting from, or arising in connection with the failure, malfunction, or delay of any such notice for any reason, including Cintas's or Representative's sole, joint, or several negligence of any kind or degree.
33. Storage of Agreement and Information. Customer authorizes Cintas to store or retain this Alarm Monitoring Agreement and all information and other written materials on electronic data or other storage media and, in Cintas's sole and absolute discretion, to destroy all written documents or materials which have been stored or retained on electronic data or other storage media.
34. Intentionally Omitted.
35. Consent to Communicate to Others. Customer irrevocably authorizes and consents to Cintas communicating with U.L. (as necessary or appropriate) and Customer's insurance company and/or broker in connection with this Alarm Monitoring Agreement and/or the relationship between Cintas and Customer arising out of or from or as a result of this Alarm Monitoring Agreement; provided, that Cintas shall not be obligated or required to communicate with any other person or

entity including, without limitation, U.L. and Customer's insurance company or broker, and all such communication shall be in Cintas' sole and absolute discretion. Customer agrees that all such communications or failures to communicate shall not result in any liability of Cintas or Representatives. No third party including, without limitation, U.L. and Customer's insurance company and broker, are third-party beneficiaries of this section.

36. Taxes. Customer shall pay, remit to Cintas, or reimburse Cintas for all sales, use, value added, and any and all similar taxes (including any tax liability, interest, penalties, costs and expenses including, without limitation, reasonable attorneys', consultants', accountants', and other professional fees).
37. Time. The parties agree that time is of the essence of this Alarm Monitoring Agreement.
38. Video Systems. If the System records and/or transmits video images and/or audio, electronic, or the other forms of communication, Customer represents, warrants, covenants, and agrees that it shall at all times (i) provide and maintain adequate power and sufficient lighting for all cameras, audio devices, or other video-related equipment as recommended by the manufacturer; (ii) inform all persons who enter the Premises that their image and/or communications may be recorded and/or transmitted to others by video and/or audio equipment located on the Premises; (iii) comply with all privacy rights and laws and not use or permit the use of video and/or audio equipment where or in circumstances any person may have a reasonable expectation of privacy; (iv) use broadband (or similar transmission rate connectivity) exclusively to transmit video images and audio from any video system; (v) use the video and/or audio system for security, surveillance, and/or management services only; (vi) not use the video and/or audio system for any criminal, illegal, or otherwise unlawful activity; and (vii) obtain and keep in effect all permits or licenses required for the installation and operation of the video and/or audio system.

    Customer understands and agrees that (i) a video and/or audio system enables Customer and/or Cintas to record, store, and review images and/or communications of people on the Premises and outside of the Premises, and Customer agrees, authorizes, and consents to Cintas recording, storing, and reviewing video images and communications recorded and/or transmitted from the video and/or audio system at the Premises; (ii) video system services are limited to the area of the Premises covered by the video system images, and such coverage and/or images may be adversely affected by the camera angle, glare, lighting, contrast, etc., any of which may result in less than adequate images for the Operator to ascertain the necessity for video system services; (iii) Cintas is not liable for any delay or failure of notification due to in whole or in part to (a) any Force Majeure event including, without limitation or example, cellular provider transmission or network malfunctions, including overload of the cellular network, or (b) invalid electronic mail, text, or other electronic addresses; and (iv) any and all third-party claims related to the video and/or audio system asserted against Cintas are subject to all of the paragraphs of this Alarm Monitoring Agreement, including (but not limited to) paragraphs 11, 12, and 13, entitled "Cintas Not an Insurer; Customer's Obligation To Obtain Insurance As Sole Recovery For Any Loss And Warranty Of Same," "Release and Indemnification of Cintas by Customer." and "Limitation of Cintas's Liability; Liquidated Damages," respectively.

39. Mutual Drafting and Understanding of Alarm Monitoring Agreement. The parties acknowledge and agree that this Alarm Monitoring Agreement and all of its terms and conditions are the result of arms-length bargaining between sophisticated business entities. As a result, both parties shall be considered to be drafters of the Alarm Monitoring Agreement for purposes of interpretation, application, construction, or construing of the Alarm Monitoring Agreement. The parties also acknowledge that they have had an opportunity to consult with legal counsel of their choice regarding this Alarm Monitoring Agreement and that they have read and understand all of the terms of this Alarm Monitoring Agreement.
40. Entire Agreement; Modifications. This Alarm Monitoring Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all other agreements, understandings, or representations, whether oral or in writing, between the parties. Any prior agreements, promises, negotiations, or representations, either oral or in writing, not expressly set forth in this Alarm Monitoring Agreement are of no force or effect. No modification or amendment to this Alarm Monitoring Agreement shall be effective unless drafted by Cintas for this express purpose and signed by an authorized representative of Cintas, except as described in paragraph 29 ("Updated Terms and Conditions and Policies") above. For the purposes of this paragraph, "authorized representative" is the General Manager of the Cintas location(s) providing the goods and/or services or higher management or executive personnel of Cintas. The parties specifically agree that any document sent to Cintas by Customer subsequent to execution of this Alarm Monitoring Agreement that contains different or additional terms or that purports to modify or amend the terms of this Alarm Monitoring Agreement in any way, such as a purchase order or conditional payment, shall be of no force and effect and will not modify the terms of this Alarm Monitoring Agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant or used to supplement or explain any terms used in this Alarm Monitoring Agreement. Acceptance or acquiescence in a course of performance rendered under this Alarm Monitoring Agreement shall not be relevant to determine the meaning of this Alarm Monitoring Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and the opportunity for objection.
41. Customer's Acceptance by Allowing Performance. Customer agrees that engaging, requesting, or allowing Cintas to begin any work or provide any goods or services under this Alarm Monitoring Agreement and/or compensating Cintas for any such work, goods, and/or services constitutes acceptance of the Alarm Monitoring Agreement and all of its terms and conditions.
42. **Dispute Resolution – Arbitration and Class Waiver**. This provision shall take precedence over and supersede any contrary or conflicting provision in the Master Agreement.

    a. **Arbitration Notice**. Customer agrees to the maximum extent permitted by law that any dispute, controversy, or claim arising out of or relating to this Agreement (including its enforcement, performance, breach, arbitrability, or interpretation) or to the products or services provided hereunder will be submitted to and resolved by final and binding individual arbitration. ARBITRATION MEANS THAT AN ARBITRATOR, AND NOT A JUDGE OR A JURY, WILL DECIDE THE DISPUTE,

CONTROVERSY, OR CLAIM. BY ACCEPTING THESE TERMS, YOU AND CINTAS ARE EACH EXPRESSLY WAIVING THE RIGHT TO A TRIAL BY JURY AND TO PURSUE OR PARTICIPATE IN ANY CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE CLAIMS OR PROCEEDINGS EITHER IN ARBITRATION OR IN ANY COURT. To the extent a class or collective action or representative claim or proceeding may not be waived, you agree to stay any such actions, claims, and proceedings until after all actions, claims, and proceedings subject to arbitration are fully resolved.

b. **Arbitration Procedures**. Any arbitration between Customer and Cintas will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting Cintas. Any arbitration hearings will take place in the state in which the Customer is located; provided, however, that if the claim is for $10,000 or less, Customer may choose for the arbitration instead to conducted: (i) solely on the basis of documents submitted to the arbitrator; or (ii) through a telephonic hearing. The arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.

c. **Fees**. If Customer commences arbitration in accordance with this Agreement, arbitration fees will be assessed consistent with the AAA Rules.

d. **No Class Actions in Arbitration or in Any Court, No Jury Trial**. CUSTOMER AND CINTAS AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITIES AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, WHETHER IN ARBITRATION OR IN ANY COURT. FURTHER, UNLESS BOTH CUSTOMER AND CINTAS AGREE OTHERWISE, AN ARBITRATOR OR JUDGE MAY NOT CONSOLIDATE MORE THAN ONE PARTICIPATING PUBLIC AGENCY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.
FOR THE AVOIDANCE OF DOUBT, CUSTOMER AND CINTAS AGREE TO RESOLVE ANY DISPUTE ON AN INDIVIDUAL, NON-REPRESENTATIVE, NON-CLASS BASIS IN ARBITRATION, BUT IF FOR ANY REASON SUCH DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO HAVE THE DISPUTE PROCEED AS A CLASS ACTION OR IN ANY REPRESENTATIVE CAPACITY WHATSOEVER. IF THE DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY.

e. **Enforceability.** If the requirement to submit any and all disputes, controversies, and claims to binding arbitration is found to be unenforceable or contrary to applicable law, the dispute, controversy or claim will be resolved in accordance with, and governed by, the laws of the State in which the Participating Public Agency exists.

f. **Severability**. If any section or provision of this ¶ 2, Dispute Resolution – Arbitration and Class Waiver, is found to be unenforceable or invalid, the parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions of the parties, and the remainder will be given full force and effect.

43. **Federal Funds.** In no event will Cintas act as a subcontractor under a U.S. federal prime contractor or a subrecipient under a U.S. federal grant or cooperative agreement.

44. **Customer Funding Source**. Customer must select the appropriate response below:
Is Customer a United States federal government agency or instrumentality, or will Customer pay for the goods and services ordered under this Agreement with any United States government funds?

___No

___Yes (If Yes, Customer must provide any applicable U.S. government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this agreement).

45. **Additional Terms.** Customer must select the appropriate response below:
Does Customer require any additional terms and conditions to be incorporated into this Agreement, or is Customer accepting the Agreement without additional terms?

___ No additional terms needed

___ Additional terms required (If so, Customer must provide any applicable additional terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this agreement).

NOTICE TO CUSTOMER. BY AGREEING TO THIS ALARM MONITORING AGREEMENT, CUSTOMER EXPLICITLY ACKNOWLEDGES AND ACCEPTS PARAGRAPHS 10-13 AND 15

OF THIS ALARM MONITORING AGREEMENT, WHICH DISCLAIM WARRANTIES AND REPRESENTATIONS, ACKNOWLEDGE CINTAS IS NOT AN INSURER AND REQUIRES CUSTOMER TO OBTAIN INSURANCE, LIMIT CINTAS'S LIABILITY FOR AND/OR RELEASE CINTAS FROM ANY LIABILITY RELATED IN ANY WAY TO THE ALARM MONITORING AGREEMENT, AND REQUIRE CUSTOMER TO INDEMNIFY CINTAS FOR ANY LOSSES RELATED IN ANY WAY TO THE ALARM MONITORING AGREEMENT. READ THE ENTIRE AGREEMENT BEFORE SIGNING.

CUSTOMER:

Cintas Loc. No: _____Please Sign
Name_____

By: _____Please Print Name
_____

Title: _____Please Print
Title_____

Accepted-GM:
_____Email
_____

SCHEDULE A

Alarm Monitoring Service Agreement

Monitored Premises Address List

SITE	SITE NAME	SITE ADDRESS	CITY	STATE	ZIP	PHONE
1						
2						
3						
4						
5						
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SCHEDULE B

Alarm Monitoring Service Agreement

Customer Contact List and First Responders List

Customer Name:			Effective Date:	
Monitored Address:		City:	State:	Zip:
Phone:		Fax:		
Contact Name:	Contact Title:		Contact Email:	
Billing Name:	Billing Address:			
City:	State:	Zip:	Billing Phone:	
AP Contact Name:		AP Contact Phone:		
AP Contact Email:			Payment Terms:	
Purchase Order:	Payment Portal: ☐ yes ☐ no		Name of Portal:	

Enter Telephone Contact Numbers for Desired Customer Contacts Below:
NOTE: Each Call List contact must have a distinct passcode.

CONTACT NAME	CELL PHONE #	LANDLINE PHONE #	PASSCODE

Enter Telephone Contact Numbers for First Responder Agencies Below:
NOTE: Cintas has no responsibility for determining or verifying whether the agencies, first responders, or the numbers you provide below are the proper authorities or first responder agencies for the jurisdiction where the Premise(s) are located.

AGENCY TYPE	FIRST RESPONDER AGENCY NAME	AGENCY PHONE #
Fire		
Medical		
Police		
Other		

3. Cintas Workplace Solutions RFP Pricing Sheet

University of Nebraska Pricing

Pricing provided on National Pricing sheets must be used to determine pricing provided for University of Nebraska items and will be verified.

Item	U/M	Description	Vendor ID/ Part Number	Sizes Available	Unit Weekly Rental Cost (Cost for 1)	Unit Weekly Rental Cost for Extended Sizes (Cost for 1)	Rental Cost for 11 Regular Sizes (Unit Weekly Rental Cost x 11)	Rental Cost for 11 Extended Sizes (Unit Weekly Rental Cost x 11)	Purchase Unit Cost	Estimated Usage per Year
1.	PR	Coveralls, 65% Polyester - 35% Cotton, Long Sleeve, 2 breast pockets, zipper. Colors Dark Blue, Orange, Light Blue.	912	36-56, 40-52 Long	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	1
2.	PR	Coveralls, 65% Polyester - 35% Cotton, Short Sleeve, 2 breast pockets, zipper. Colors Dark Blue Orange.	912	36-56, 40-52 Long	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	1
3.	PR	Coveralls, 100% Cotton, Long Sleeve, 2 breast pockets, zipper. Colors Dark Blue, Orange, Light Blue.	910	36-56, 42-48 Long	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	1
4.	PR	Coveralls, 100% Cotton, Short Sleeve, 2 breast pockets, zipper. Colors Dark Blue, Orange, Light Blue.	910	36-56, 42-48 Long	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	1
5.	EA	Shirts, 65% Polyester - 35% Cotton, Long Sleeve, 7 button closure with top button snap, 2 breast pockets with button down flaps, Men's and Women's Styles. Colors Light Blue, White, Navy Blue, Postman Blue, Forest Green, Orange, Khaki, Gray w/Red & White Stripes, Light Gray.	935	S-4XL, Reg and Long	[redacted]					1
6.		Shirts, 65% Polyester - 35% Cotton, Short Sleev 7 button closure wi h top button snap, 2 breast pockets wi h button down flaps, Men's and Women's Styles. Colors Light Blue, Whi e, Na Blue, Postman Blue, Forest Green, Orange, Kha , Gray w/Red & White Stripes, Light Gray.	935	S-4XL, Reg d Long						1
7.	EA	Shirts, 100% Cotton, Long Sleeve, 7 button closure with top snap, 2 breast pockets with button down flaps, Men's and Women's Styles. Colors White, Light Blue with Dark Blue Pinstripes, Khaki, Light Blue, Light Gray, Traffic Orange.	330	S-3XL	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	1
8.	EA	Shirts, 100% Cotton, Short Sleeve, 7 button closure with top snap, 2 breast pockets with button down flaps, Men's and Women's Styles. Colors White, Light Blue with Dark Blue Pinstripes, Khaki, Light Blue, Light Gray, Navy Blue, Postman Blue, Forest Green, Traffic Orange.	330	S-3XL	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	1
9.	EA	Shirts, Polo, 100% Spun Polyester Knit pique, hemmed sleeve, no curl collar, soil release, moisture management, 3 tortoiseshell type buttons. Colors Determined upon award.	275	S-5XL, L-5XL Long	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	1
10.	EA	Shirts, Polo, 50% Polyester - 50% Cotton, Long Sleeve. Colors Determined upon award.	259	S-5XL, L-5XL Long	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	3065
11.	EA	Shirts, Polo, 50% Polyester - 50% Cotton, Short Sleeve. Colors Determined upon award.	259	S-3XL	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	1
12.	EA	Jacket, Industrial, Zipper Closure. Colors Dark Blue, Hunter Green.	970	XS-4XL, S-4XL Long	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	1
13.	PR	Pants, 65% Polyester - 35% Cotton, perma press, zipper fly with button closure, 4 lined pockets, five (5) 1-1/2" belt loops. Men's and Women's (women's elastic waist shall be optional). Colors Dark Blue, Hunter Green, Charcoal, additional colors determined upon award.	945	28-50	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	1
14.	PR	Pants, 100% Heavyweight Denim Cotton, two (2) lined 6" deep front pockets, 2 rear lined pockets, 1 watch pocket, seven (7) 2" belt loops, pre-washed/shrunk, zipper fly with metal post closure, Dickies or equal, Men's and Women's styles (women's elastic waist shall be optional). Colors Dark blue, Hunter Green, Charcoal.	340	28-56	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	1
15.	PR	Pant, Painters, 100% Cotton. Color White	945	30-50	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	1

16	EA	Lab Coat, Industrial, 65% Polyester 35% Cotton, Long Sleeve 2 pockets button down Color White	72174	XS-6XL	[redacted]						
17	EA	**Patches - University Seal, Cloth, 4" Diameter, stiff backing, sewn onto left shoulder of all shirts and coveralls**	N/A	N/A	[redacted]						1
18	EA	**Patches - Department Logos, cloth, 3" Diameter, stiff backing, sewn onto right shoulder of all shirts and coveralls**	N/A	N/A	[redacted]						1
19	EA	**Patches - Park & Recreation, Cloth, 6-1/4" x 4", white background and green lettering and embroidered design per attached example, sewn on left sleeve of shirts and jackets.**	N/A	N/A	[redacted]						1
20	EA	Patches - Name Cloth, 1-1/2" x 3-1/2", stiff backing. Sewn approximately 3/4" above wearer's left pocket of all shirts and coveralls	N/A	N/A	[redacted]						1
21	EA	Bath Towels, Absorbent white, cotton, loop weave approximately 20" x 40"	TBD	N/A	[redacted]						1
22	EA	Dish Towels, White Cotton or Microfiber approximately 12" x 20"	2700	N/A	[redacted]						1
23	EA	Shop Towel, Standard, Reusable Industrial, 100% cotton, minimum 15" x 17", orange, free of metal cuttings or shavings	2160	N/A	[redacted]						169660
24	EA	Floor Mats 3' x 4', rubberized backing, good quality black, gray or brown	843XX	N/A	[redacted]						1
25	EA	Floor Mats, 3' x 5', rubberized backing, good quality, dark blue or black, grey or brown	843XX	N/A	[redacted]						117
26	EA	Floor Mats, 3' x 10', rubberized backing, good quality, dark blue or black, grey or brown	840XX	N/A	[redacted]						1147
27	EA	Floor Mats 4' x 6', rubberized backing, good quality, dark blue black mocha, grey or brown.	844XX	N/A	[redacted]						396
28	EA	Anti-Fatigue Mats 2 ½' x 5', nitrile rubber, black	1801	N/A	[redacted]						1
29	EA	Scraper Mats, 3' x 5', skid resistant, black	2477	N/A	[redacted]						1
30	EA	Safety Mats 3' x 5'	84302	N/A	[redacted]						1
31	EA	Flow-Thru Shower Mat 3' x 5', rubber, slip resistant, black	1810	N/A	[redacted]						1
32	EA	Prep charges per shirt, coveralls and jacket for removal and reapplication of patches & emblems to garment based on size color change, or from short sleeve to long sleeve garment permitted one-time per year per employee	One Time Cost	N/A	[redacted]						N/A
					GRAND TOTAL:						

***We have included the last replacement rates for each of the items listed. Purchase rates for garments listed are for garments that meet the required specifications but are not manufactured for an industrial wash.*

**** Most products available in multiple colors and size options*

University of Nebraska Pricing - University Owned

	U/M	Description	Unit Cost	Extension	Estimated Usage per Year
	EA	Weekly laundering of University-Owned Jacket, if required.	[redacted]		1
	EA	Weekly laundering of University-Owner Safety Vests, if required.	[redacted]		1
	EA	Application/Sewing of University-Provided Patches to Contractor-furnished clothing , if required.	[redacted]		1

Cintas has the ability to apply emblems but the pricing will be determined on a case by case basis.

University of Nebraska Pricing - Mats

Instructions: Provide the percentage discount off a verifiable price list for each of the categories listed below. Indicate tiers for volume discounts and the corresponding percentage discount off a verifiable price list. For example 0-50 mats = X% off each mat; 51-300 mats = X% off each mat, etc.

	Rental with Weekly Delivery *indicate if Rental is not available in a category with "n/a"*	**Purchase** *indicate if Purchase is not available in a category with "n/a"*	**Estimated Usage Per Year**
Anti - Fatigue Mats	[redacted]	[redacted]	1
Scraper Mats	[redacted]	[redacted]	1147
Safety Mats	[redacted]	[redacted]	1
Flow - Thru Shower Mats	[redacted]	[redacted]	1
Bar Mats	[redacted]	[redacted]	1
List other product categories not listed above and their corresponding discount			

Cintas proposed pricing on University Pricing - Discounts tab is structured to allow any participating agency to benefit from the same competitive and consistent rates, regardles of size, volume etc.

University of Nebraska - Towels & Linens

Instructions Provide the percentage discount off a verifiable price ist for each of the categories listed below. Indicate tiers for volume discounts and the corresponding percentage discount off a verifiable price list. For example 0-100 cloths = X% off each cloth; 101-300 cloths = X% off each cloth, etc.

	Rental with Weekly Delivery *indicate if Rental is not available in a category with "n/a"*	**Purchase** *indicate if Purchase is not available in a category with "n/a"*	**Estimated Usage Per Year**
Table Linens & Napkins	[redacted]	[redacted]	1
Bed Linens	[redacted]	[redacted]	1
Towels and Wiping Cloths	[redacted]	[redacted]	1
Industrial Towels	[redacted]	[redacted]	1
Towel Cans	[redacted]	[redacted]	1
List other product categories not listed above and their corresponding discount			

Cintas proposed pricing on University Pricing - Discounts tab is structured to allow any participating agency to benefit from the same competitive and consistent rates, regardles of size, volume etc.
****N/A denotes products that Cintas does not rent.***

University of Nebraska Pricing - Mops

Instructions: Provide the percentage discount off a verifiable price list for each of the categories listed below. Indicate tiers for volume discounts and the corresponding percentage discount off a verifiable price list. For example 0-100 mops = X% off each mop; 101-300 mops = X% off each mop, etc.

	Rental with Weekly Delivery *indicate if Rental is not available in a category with "n/a"*	**Purchase** *indicate if Purchase is not available in a category with "n/a"*	**Estimated Usage per Year**
Treated Dust Mops	[redacted]	[redacted]	1
Wet Mops			1
Handles for Mops			1
List other product categories not listed above and their corresponding discount			

Cintas proposed pricing on University Pricing - Discounts tab is structured to allow any participating agency to benefit from the same competitive and consistent rates, regardles of size, volume etc.

University of Nebraska Pricing - Safety Supplies

Description	U/M	Unit Cost	Make/Model of Quote Item	Estimated Usage Per Year	Notes | Pertaining to all items: only billing on service
Heavy Duty Soap Scrub Service - 1000 mL	EA	[redacted]	9314	1	*Quoting on svc not refill
Moisturizing Soap Refill - 1000 mL	EA		9312	1	*Quoting on svc not refill
Antibacterial Gel Soap Service - 1000 mL	EA	$	9326	1	*Quoting on svc not refill
Lens/Screen Pads 100/BX	EA	$	280020	2	
Burn Relief Packet/6PK	BAG	$	163050	1	
Woundseal Pour Pack (2)	EA	$	1030300	2	
Allergy Relief Tablet Med	BX	$	119260	4	
Aleve Small	BAG	$	121220	1	
Dayquil Severe Small	BAG	$	573772	1	
Mucinex Small	BAG	$	79191	1	
Ibuprofen Tabs Small	BX	$	111929	1	
Ibuprofen Tabs Medium	BX	$	111989	1	
Ibuprofen Tabs Large	BX	$	111999	1	
Cold Relief Max/Str Small	BX	$	113029	1	
Cold Relief Max/Str Medium	BX	$	112039	1	
Liquid Bandage Small	BAG	$	12221	1	
Tweezers, Metal IND/3PK	PAC	$	150110	2	
Hand Sanitizer Small	BAG	$	51030	1	
Eyewash, 1/2oz medium	BX	$	130100	1	
Glucose, Small	PAC	$	122249	1	
Lipaid, Small	BAG	$	102435	1	
Biofreeze Muscle Relief, Small	BAG	$	102640	1	
Anti-Diarrheal Caplets, Small	BX	$	119250	1	
X-Long Bandage Medium	BX	$	43729	1	
Cool & Soothe 6/BOX	BX	$	164010	1	
Pain Away X-Strength Small	BAG	$	111659	1	
Waterproof Clear Strips	BX	$	43658	1	
Elastic Strip Medium	BX	$	44269	1	
Aspirin Org St. 50 CT	BX	$	111230	1	
Thera Tears Small	PAC	$	130000	1	
Triple Antibiotic Ointment Medium	BX	$	100019	1	
Large Patch 2"x3", Medium	BX	$	44429	1	

University Pricing - Category & Other Discounts

Category	Discount (% from published /book rate)	Verifiable Published Price List ID	Comments
Uniform Rental	See column D&E	[redacted]	[redacted]
Uniform Leasing			
Uniform Purchase			
Shoe Purchase			
Mat/Mop Rental			
Mat/Mop Leasing	Service not available		
Mat/Mop Purchase	See column D&E	[redacted]	
Restroom Supplies			
Restroom Services			
Deep Cleaning Services			
First Aid/Safety Supplies		[redacted]	[redacted]
AEDs			
Fire Protection Services		[redacted]	[redacted]
Promotional Produ		[redacted]	[redacted]
Miscel aneous			
Other			
Additoinal Discounts Offered	Please see details above by product category		
Volume Discount			
Ecommerce Rebate			
Sole Vendor Dicsount			
Other			

University of Nebraska Pricing - Miscellaneous

State percentage discounts off for the following.	
Percentage Discount off the published retail price guide(s) offered for all other items not specifically listed in the Pricing Workbook.	***Please see "University Pricing - Discounts" tab for details by product category***
Catalog(s) Name: *Catalog(s) Name:* *Online Catalog Website:*	
Agency Owned Garment - Contractor Laundered	
Custom embroidering of logos and/or names	
Preparation charges per garment for removal and application of new patches and emblems on the same garment heat s aled or ewn.	
R mova of patc es and embl ms from one garment and reapplication on a different garment, heat sealed or sewn.	
Application of a new patch or emblem to a garment, heat sealed or sewn.	
Seasonal uniform change per garment (e.g. change one shirt from long sleeve to short sleeve)	
Uniform color change per garment (e.g. change one shirt from grey to blue)	
Steam Tunneling garments	
Pressing of garments	
Garment Loss Protection Program	

Provide a list of services (and their corresponding fee) to be made available to Contract users not specifically listed elsewhere:	
Premium Charge	$
Uniform Advantage	
Emblems	
Emblem/Prep Advantage	
Minimum Stop	$

Describe turnaround time and delivery requirements. Define any additional charges for delivery such as excessive deliveries or remote locations and state additional fees for these types of deliveries.
Cintas rental service programs provide personal delivery at a predefined frequency on a regularly scheduled day and time. Temporary garments are used only if there is a shortage of clean delivered garments, and this is a rare occurrence. The need for temporary garments is known by Cintas prior to clean delivery by the use of our garment inventory control process. If needed, the garments used for temporary replacement will be a used garment of like quality to the garment that is being replaced. Cintas rarely experiences backorders in our core rental product line however in the event there is a backorder our goal is to replenish in 30 days or less.
One of the goals of a national contract is to allow agencies to easily audit the price they are paying under a contract. Describe how users across the nation will be able to determine their pricing (including the provision of uniforms or other products, delivery, laundering, repair and maintenance) under the national contract using the information contained within the pricing workbook. Describe any regional pricing differences or other factors that will influence an agency's price.
The program will be communicated to the local sales force via a "Program Requirements Document" which will contain details of the program. This serves to ensure that the service and the pricing at each of your locations conforms to the Master Service Agreement and is controlled by our Account Team.
Describe how rental uniforms are amortized and how Replacement Charges are calculated.
If Customer has ordered from Company a garment rental service requiring embroidered garments that may not be standard to Company's normal rental product line. Those non-standard products will be designated as such under-Garment Description in Exhibit C. In the event Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement for any reason other than documented quality of service reasons which are not cured, Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values. Cintas deems a garment "damaged" if it is beyond normal repair and not due to normal wear and tear. Specifically, as noted on the Cintas general agreement, "In the event any Merchandise is lost, stolen or is not returned to Company, or is destroyed or damaged by fire, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said Merchandise at the then current Loss/Damage Replacement Values."
Describe how emergency requests for uniforms are handled.
Local facilities should direct rush requests to the local Customer Service Departments of their corresponding Cintas service centers. Every effort will be made locally to accommodate rush requests.

Items not specifically listed in catalogs are available under the contract as "specialty items."

****Cintas proposed pricing is structured to allow any participating agency, regardles of size, volume etc. to benefit from the same competitive and consistent rates.***

National Pricing - Uniforms

Instructions: Provide the percentage discount off a verifiable price list for each of the categories listed below. Indicate tiers for volume discounts and the corresponding percentage discount off a verifiable price list. For example 0-5,000 shirts = X% off each shirt; 5,001-10,000 shirts = X% off each shirt, etc.

	Rental with Weekly Delivery *indicate if Rental is not available in a category with "n/a"*		**Purchase** *indicate if Purchase is not available in a category with "n/a"*	
	Regular Size	**Extended Size**	**Regular Size**	**Extended Size**
Industrial Wear				
Belts	Please see University Pricing - Discounts Tab for details by product category			
Coveralls				
Jackets				
Pants				
Shirts				
Shorts				
Safety and Protective Wear (including Flame Resistant clothing)				
Boots	Please see University Pricing - Discounts Tab for details by product category			
Coveralls				
Jackets				
Pants				
Shirts				
Arc Suit				
Vests				
Caps and Headwear				
Corporate Casual Wear				
Accessories	Please see University Pricing - Discounts Tab for details by product category			
Belts				
Dresses				
Jackets				
Pants				
Polo's and T-shirts				
Sweatshirts				
Shirts				
Skirts				
Slacks				
Sweaters				
Vests				

Executive Wear	
Accessories	Please see University Pricing - Discounts Tab for details by product category
Belts	
Blazers	
Blouses/Tops	
Dresses	
Jackets	
Neckwear	
Pants	
Shirts	
Skirts	
Slacks	
Sweaters	
Vests	
Healthcare	
Lab Coats	Please see University Pricing - Discounts Tab for details by product category
Scrubs, top	
Scrubs, pant	
Chef and Kitchen Wear	
Aprons	Please see University Pricing - Discounts Tab for details by product category
Caps and Headwear	
Chef Coats	
Neckwear	
Chef Pants	
Shirts	
Food Service	
Aprons	Please see University Pricing - Discounts Tab for details by product category
Belts	
Blouses/Tops	
Caps and Headwear	
Shirts	
Pants	
Shorts	
Skirts	
Housekeeping	
Aprons	Please see University Pricing - Discounts Tab for details by product category
Dresses	
Pants	
Shirts & Tunics	

Outerwear				
Caps and Headwear	Please see University Pricing - Discounts Tab for details by product category			
Coats				
Gloves				
Jackets				
Sweat Shirts				
Swimwear				
Other:				
Laundry Racks	Please see University Pricing - Discounts Tab for details by product category			
List other product categories not listed above and their corresponding discount				

All products and services are available to the University of Nebraska
State the name of the Price List from which discounts shall be taken: TBD
Submit instructions on accessing your on-line Price List or Catalog with your proposal.

National Pricing - Mats

Instructions: Provide the percentage discount off a verifiable price list for each of the categories listed below. Indicate tiers for volume discounts and the corresponding percentage discount off a verifiable price list. For example 0-50 mats = X% off each mat; 51-300 mats = X% off each mat, etc.

	Rental with Weekly Delivery *indicate if Rental is not available in a category with "n/a"*	**Purchase** *indicate if Purchase is not available in a category with "n/a"*
Anti - Fatigue Mats		
Scraper Mats		
Safety Mats		
Flow - Thru Shower Mats		
Bar Mats		
List other product categories not listed above and their corresponding discount		

Cintas proposed pricing on University Pricing - Discounts tab is structured to allow any participating agency to benefit from the same competitive and consistent rates, regardles of size, volume etc.

National Pricing - Mops

Instructions: Provide the percentage discount off a verifiable price list for each of the categories listed below. Indicate tiers for volume discounts and the corresponding percentage discount off a verifiable price list. For example 0-100 mops = X% off each mop; 101-300 mops = X% off each mop, etc.

	Rental with Weekly Delivery *indicate if Rental is not available in a category with "n/a"*	**Purchase** *indicate if Purchase is not available in a category with "n/a"*
Treated Dust Mops		
Wet Mops		
Handles for Mops		
List other product categories not listed above and their corresponding discount		

Cintas proposed pricing on University Pricing - Discounts tab is structured to allow any participating agency to benefit from the same competitive and consistent rates, regardles of size volume etc.

National Pricing - Towels & Linens

Instructions: Provide the percentage discount off a verifiable price list for each of the categories listed below. Indicate tiers for volume discounts and the corresponding percentage discount off a verifiable price list. For example 0-100 cloths = X% off each cloth; 101-300 cloths = X% off each cloth, etc.

	Rental with Weekly Delivery *indicate if Rental is not available in a category with "n/a"*	**Purchase** *indicate if Purchase is not available in a category with "n/a"*
Table Linens & Napkins		
Bed Linens		
Towels and Wiping Cloths		
Industrial Towels		
Towel Cans		
List other product categories not listed above and their corresponding discount		

Cintas proposed pricing on University Pricing - Discounts tab is structured to allow any participating agency to benefit from the same competitive and consistent rates, regardles of size, volume etc.

National Pricing - Safety Supplies

Description	U/M	[redacted]	Make/Model of Quote Item	Notes | Pertaining to all items: only billing on service
Heavy Duty Soap Scrub Service - 1000 mL	EA		9314*	*Quoting on svc not refill
Moisturizing Soap Refill - 1000 mL	EA		9312*	*Quoting on svc not refill
Antibacterial Gel Soap Service - 1000 mL	EA		9326*	*Quoting on svc not refill
Lens/Screen Pads 100/BX	EA		280020	
Burn Relief Packet/6PK	BAG		163050	
Woundseal Pour Pack (2)	EA		1030500	
Allerrx Relief Tablet Med	BX		119260	
Aleve Small	BAG		121220	
Dayquil Severe Small	BAG		573772	
Mucinex Small	BAG		79191	
Ibuprofen Tabs Small	BX		111929	
Ibuprofen Tabs Medium	BX		111989	
Ibuprofen Tabs Large	BX		111999	
Cold Relief Max/Str Small	BX		113029	
Cold Relief Max/Str Medium	BX		112039	
Liquid Bandage Small	BAG		12221	
Tweezers, Metal IND/3PK	PAC		150110	
Hand Sanitizer Small	BAG		51030	
Eyewash, 1/2oz medium	BX		130190	
Glucose, Small	PAC		122249	
Lupaid, Small	BAG		102425	
Biofreeze Muscle Relief, Small	BAG		102640	
Anti-Diarrheal Caplets, Small	BX		119250	
X-Long Bandage Medium	BX		43729	
Cool & Soothe 6/BOX	BX		164010	
Pain Away X-Strength Small	BAG		111659	
Waterproof Clear Strips	BX		43658	
Elastic Strp Medium	BX		44269	
Aspirin Org St. 50 CT	BX		111230	
Theri Tears Small	PAC		130000	
Triple Antibiotic Ointment Medium	BX		100819	
Large Patch 2"x3", Medium	BX		44429	

		[redacted]
Uniform Rental	See column D&E	
Uniform Leasing		
Uniform Purchase		
Shoe Purchase		
Mat/Mop Rental		
Mat/Mop Leasing	Service not available	
Mat/Mop Purchase	See column D&E	
Restroom Supplies		
Restroom Services		
Deep Cleaning Services		
First Aid/Safety Supplies		
AEDs		
Fire Protection Services		
Promotional Products		
Miscellaneous		
Other		
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Volume Discount		
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Catalog(s) Name: _____ *Catalog(s) Name:* *Online Catalog Website:*	
Agency Owned Garment - Contractor Laundered	
Custom embroidering of logos and/or names	
Preparation charges per garment for removal and application of new patches and emblems on the same garment heat s aled or ewn.	
R mova of patc es and embl ms from one garment and reapplication on a different garment, heat sealed or sewn.	
Application of a new patch or emblem to a garment, heat sealed or sewn.	
Seasonal uniform change per garment (e.g. change one shirt from long sleeve to short sleeve)	
Uniform color change per garment (e.g. change one shirt from grey to blue)	
Steam Tunneling garments	
Pressing of garments	
Garment Loss Protection Program	
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Emblems	
Emblem/Prep Advantage	
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Items not specifically listed in catalogs are available under the contract as "specialty items."

4. Cintas Response to University of Nebraska RFP No. 3702-22-4618, Workplace Solutions/eBid Invitation

Separately Attached.

5. University of Nebraska RFP No. No. 3702-22-4618, Workplace Solutions

Separately Attached.

6. Attachment A to Solicitation (Requirements for National Cooperative Contract to be Administered by OMNIA Partners; inclusive of Exhibits A through H), as modified by Cintas and agreed by OMNIA ("Attachment A")

ATTACHMENT A

OMNIA®
PARTNERS

Requirements for National Cooperative Contract To Be Administered by OMNIA Partners

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

Exhibit A – Response for National Cooperative Contract

Exhibit B – Administration Agreement, Example

Exhibit C – Master Intergovernmental Cooperative Purchasing Agreement, Example

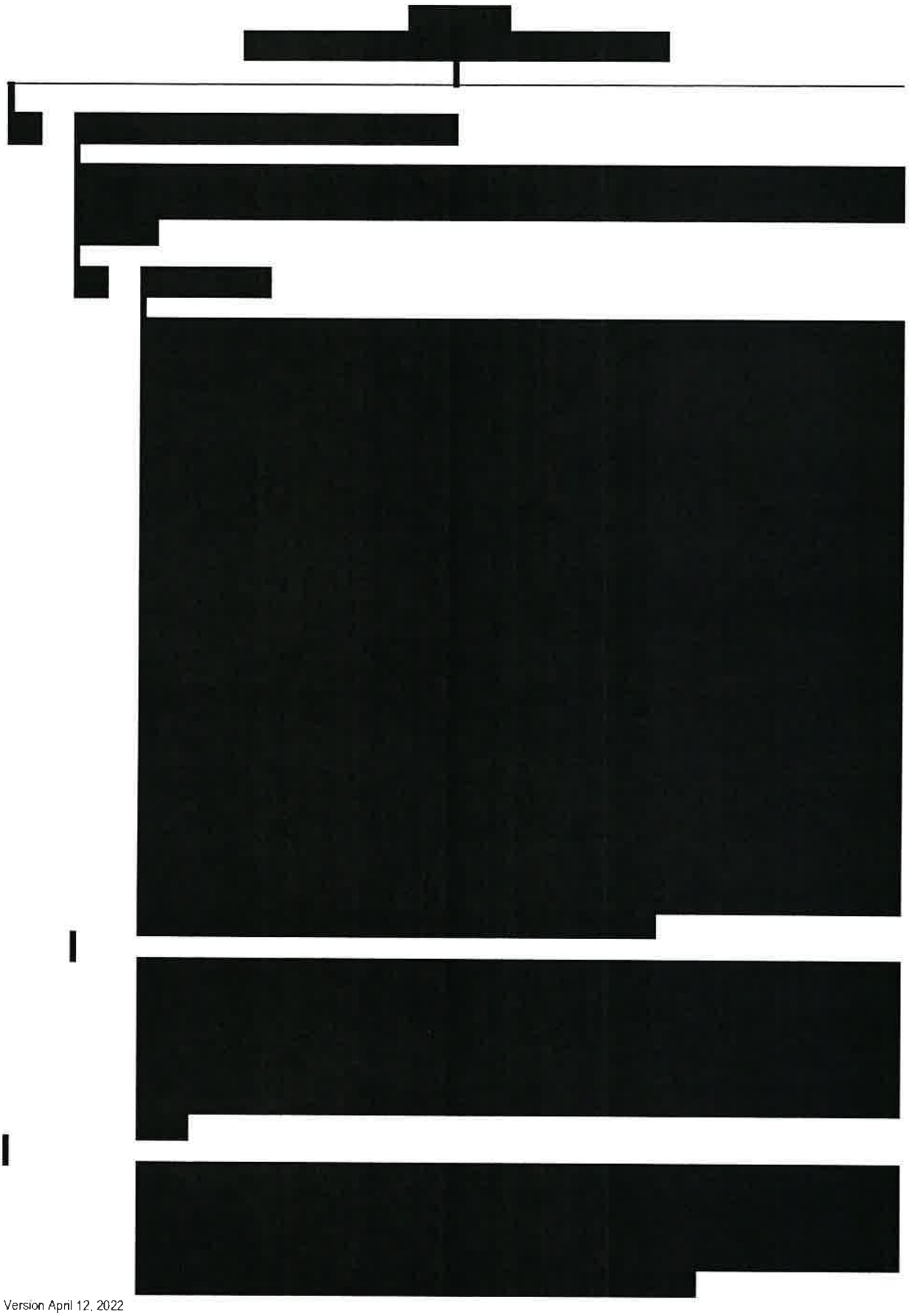
Exhibit D – Principal Procurement Agency Certificate, Example

Exhibit E – Contract Sales Reporting Template

Exhibit F – Federal Funds Certifications

Exhibit G – New Jersey Business Compliance

Exhibit H – Advertising Compliance Requirement



These requirements are incorporated into and are considered an integral part of this

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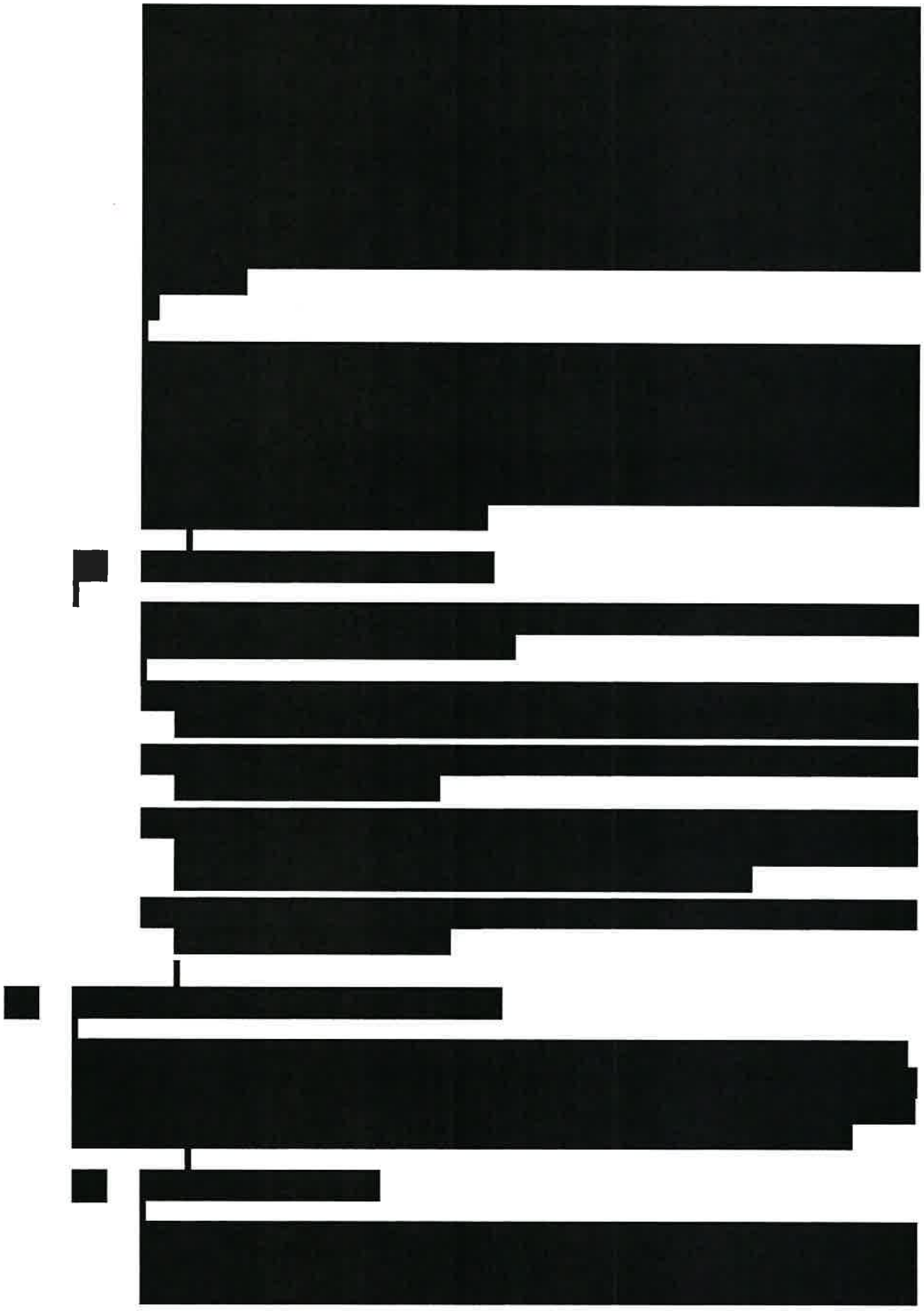

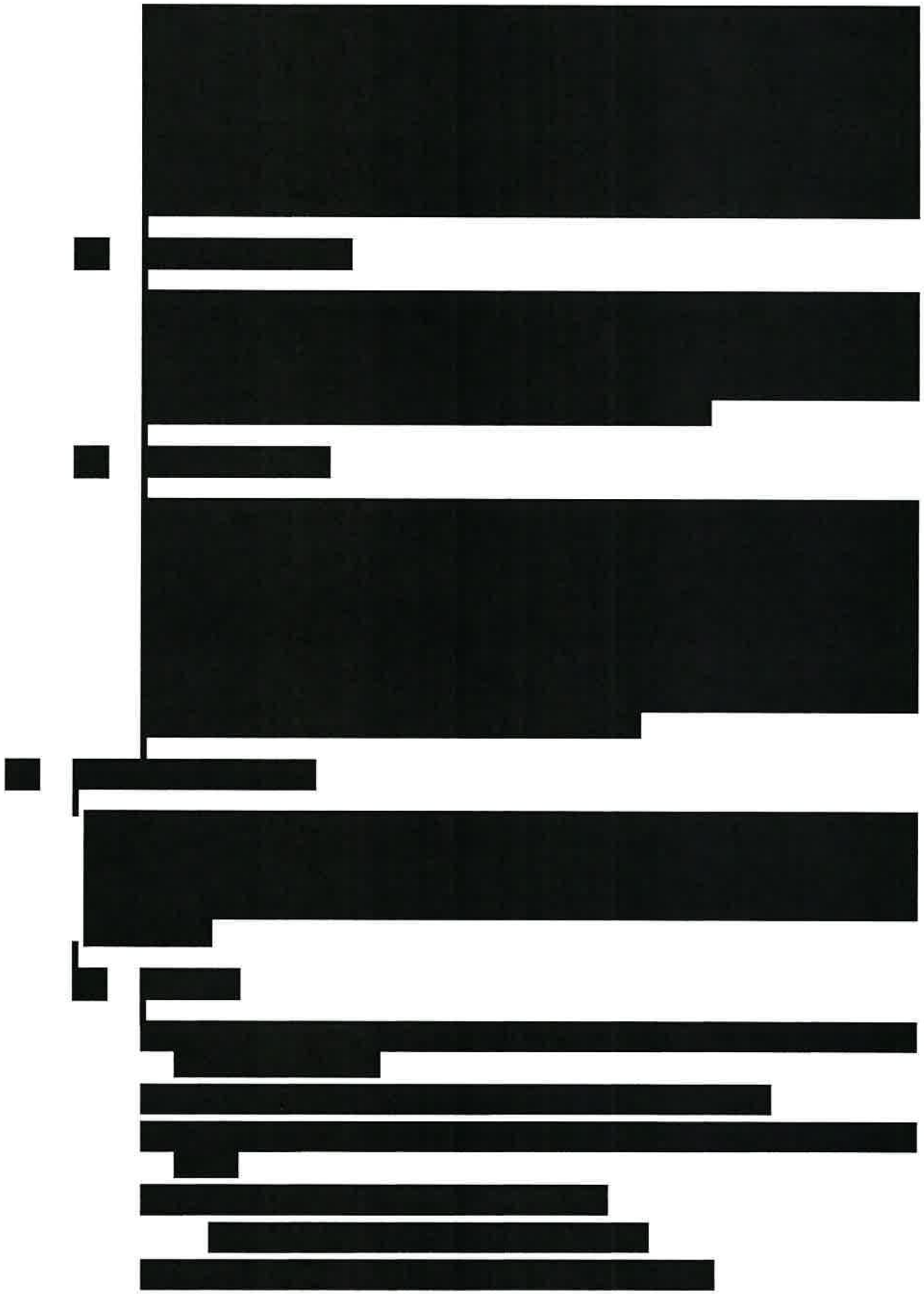



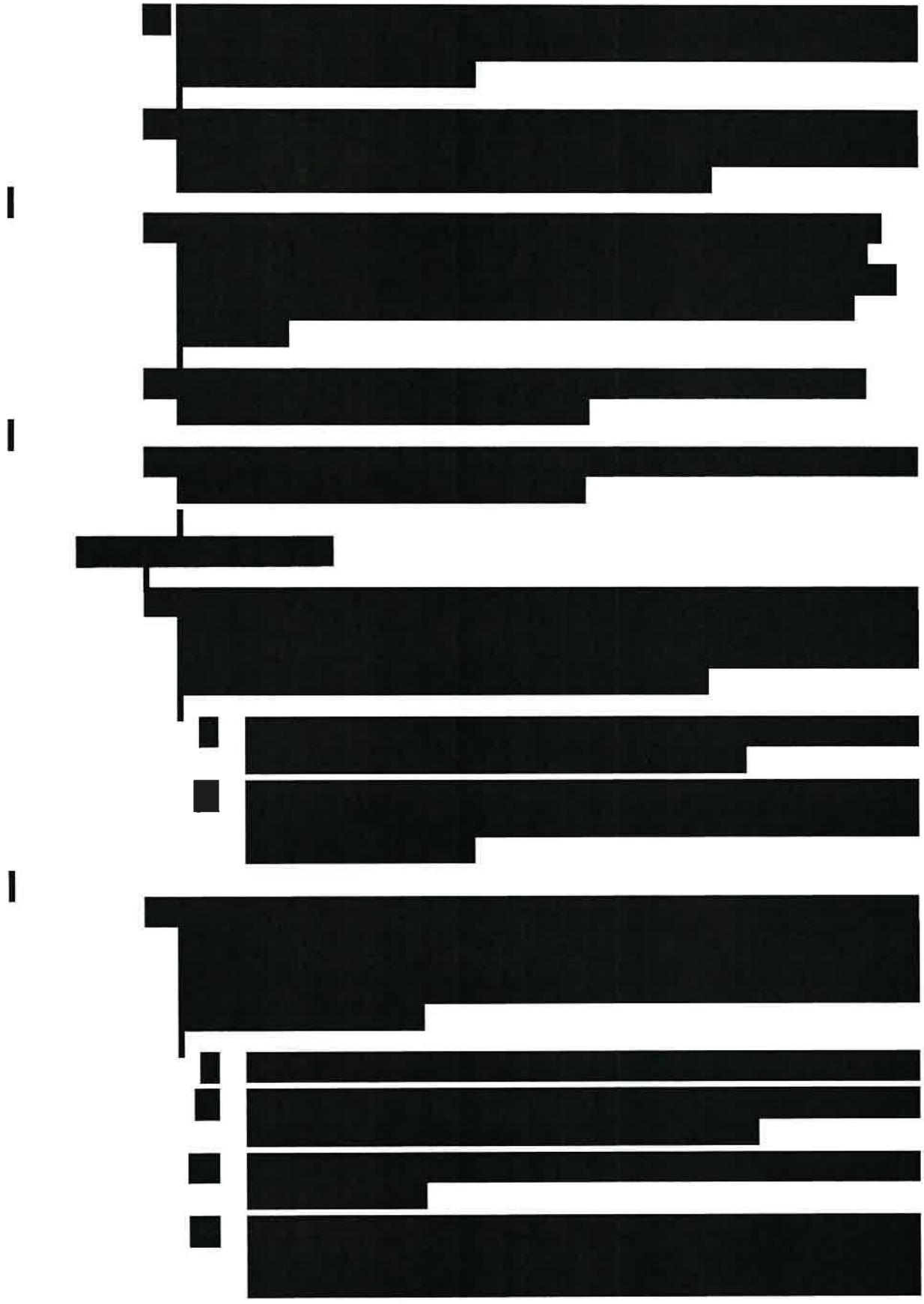







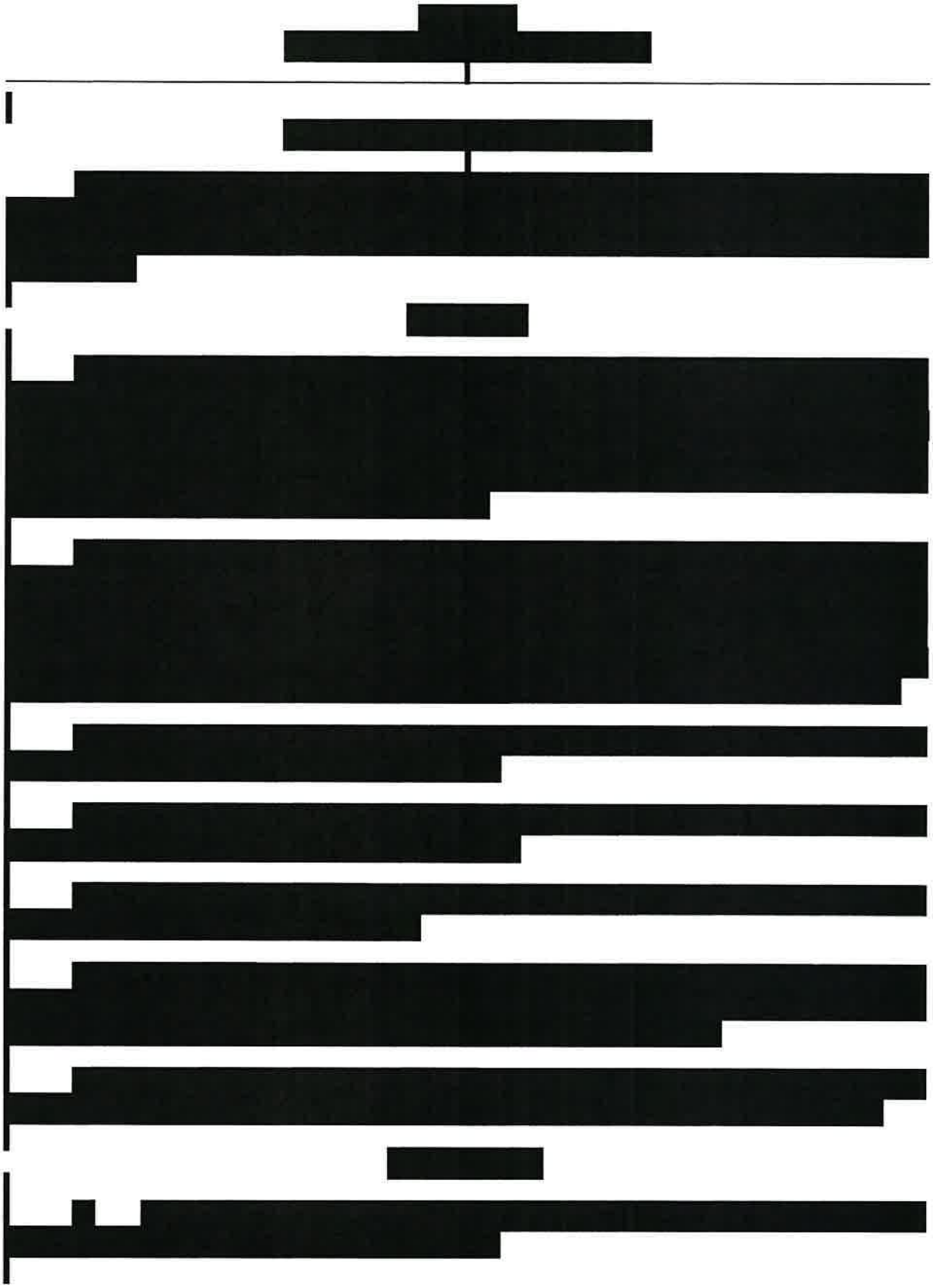

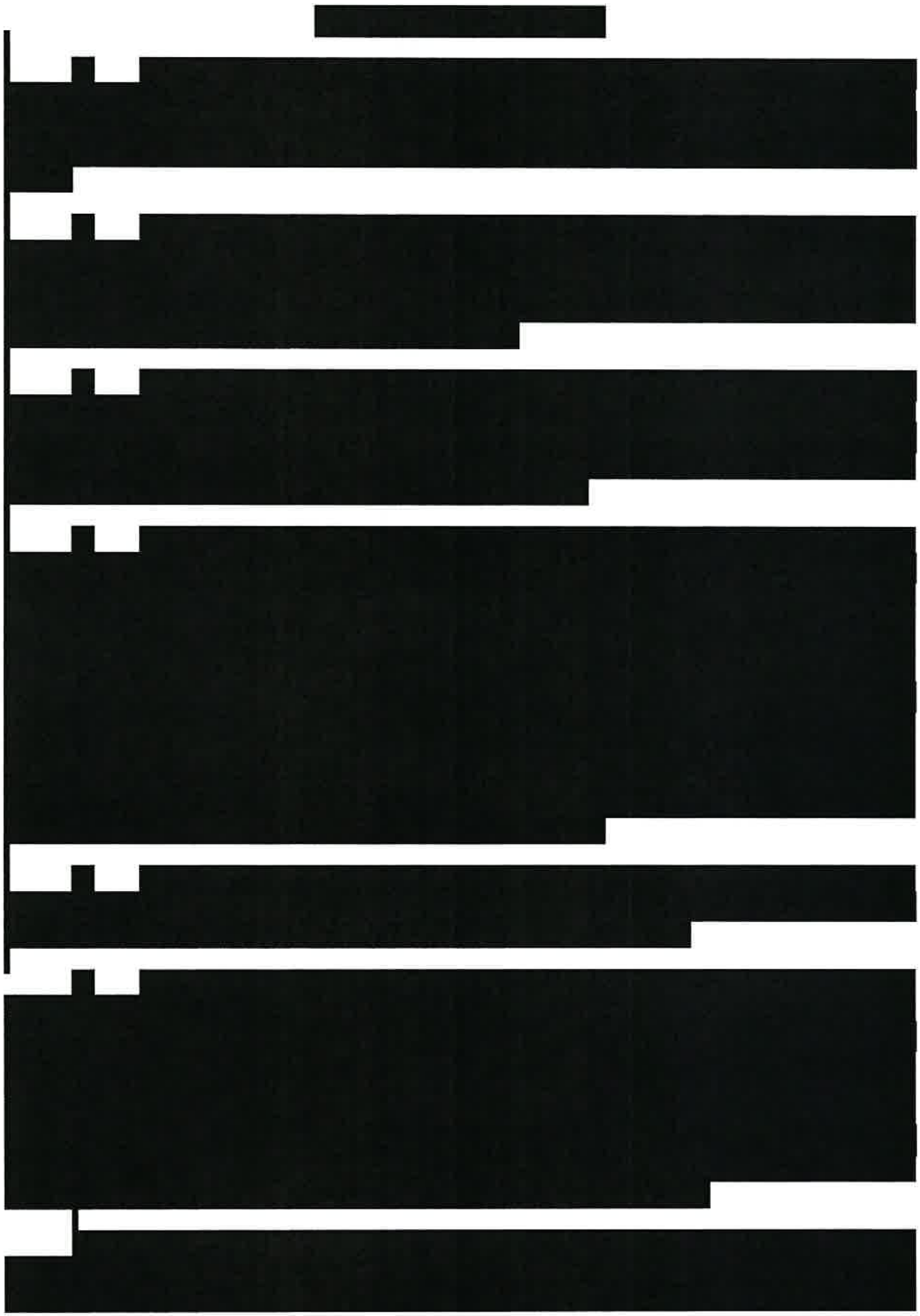

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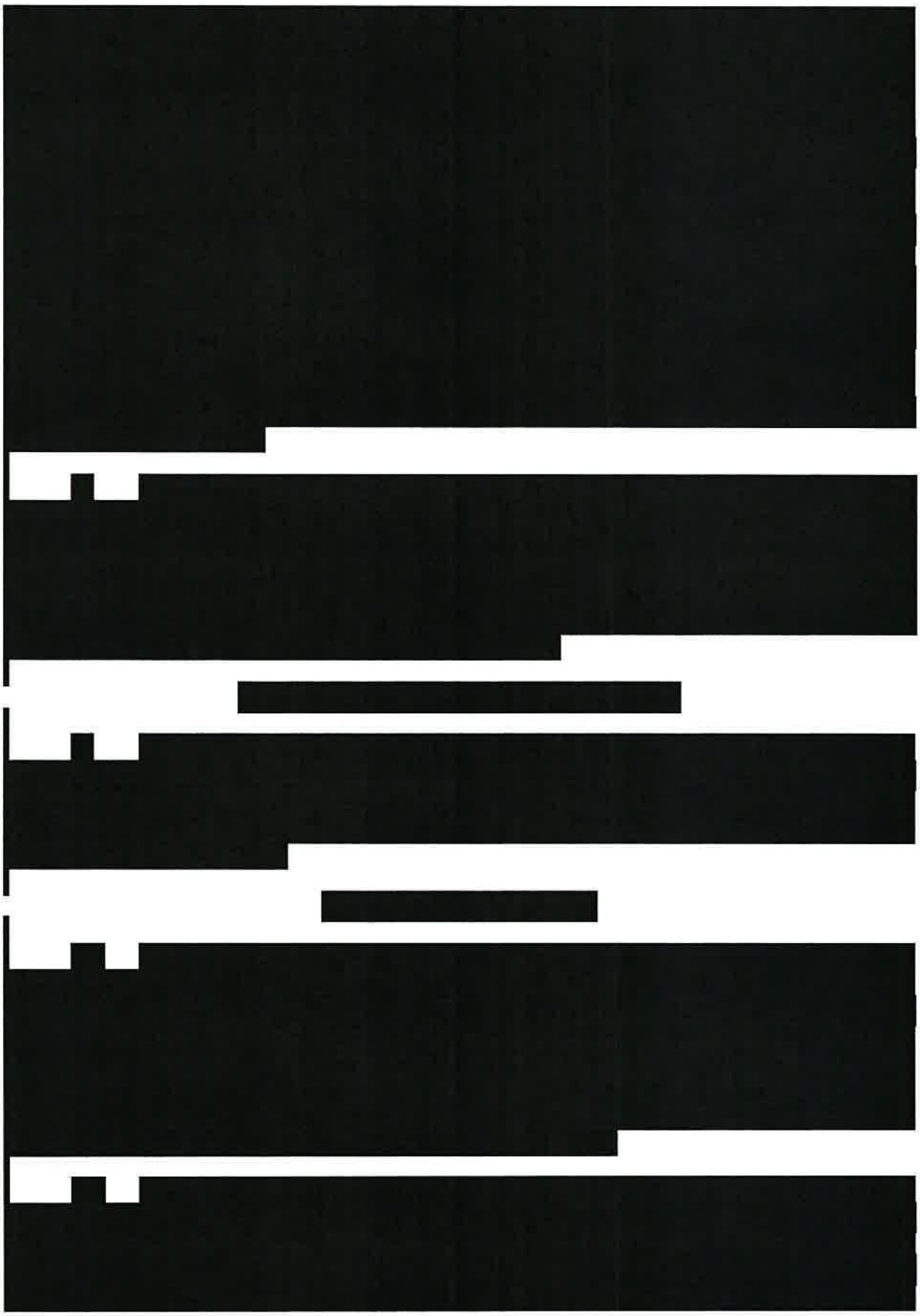

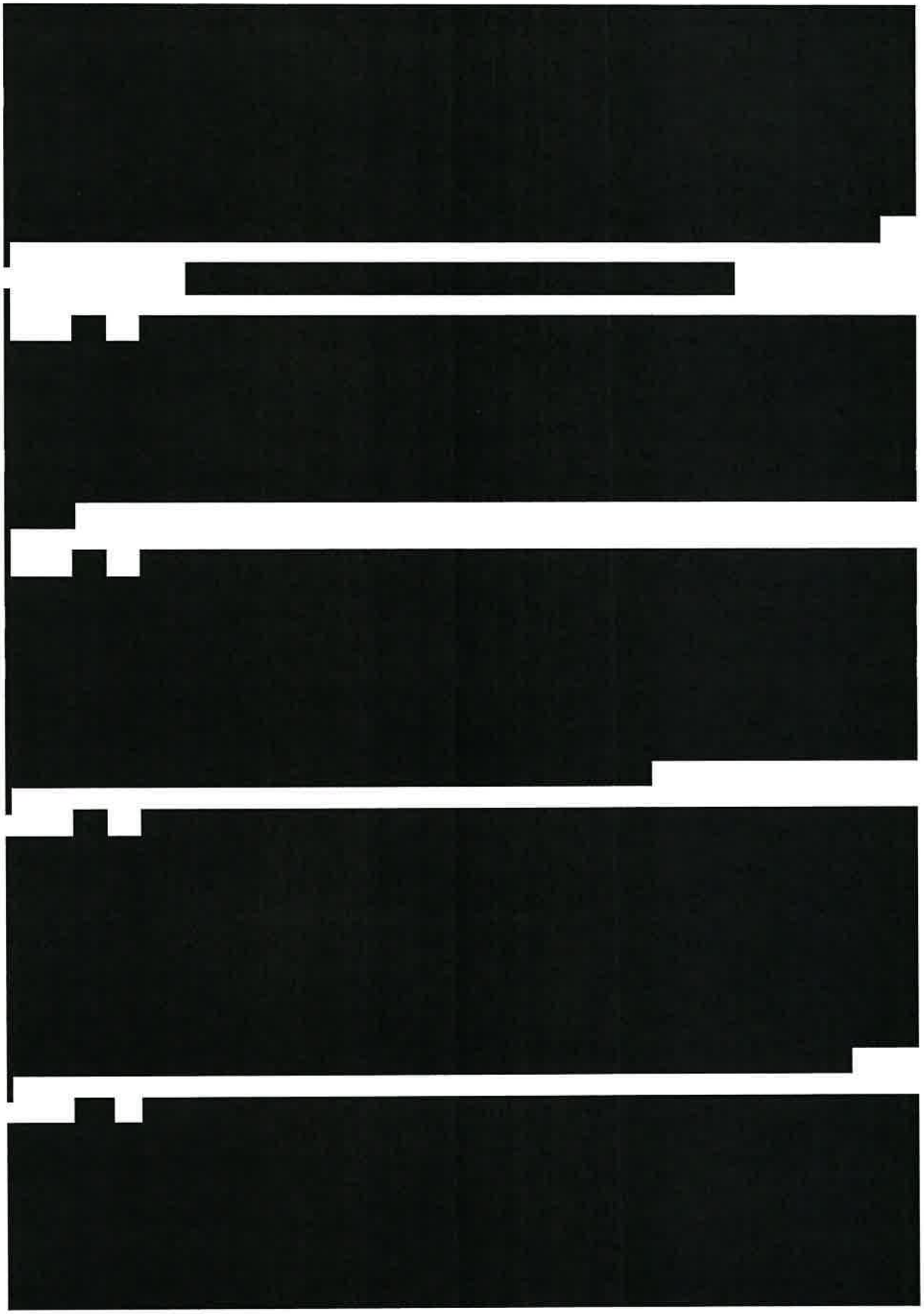

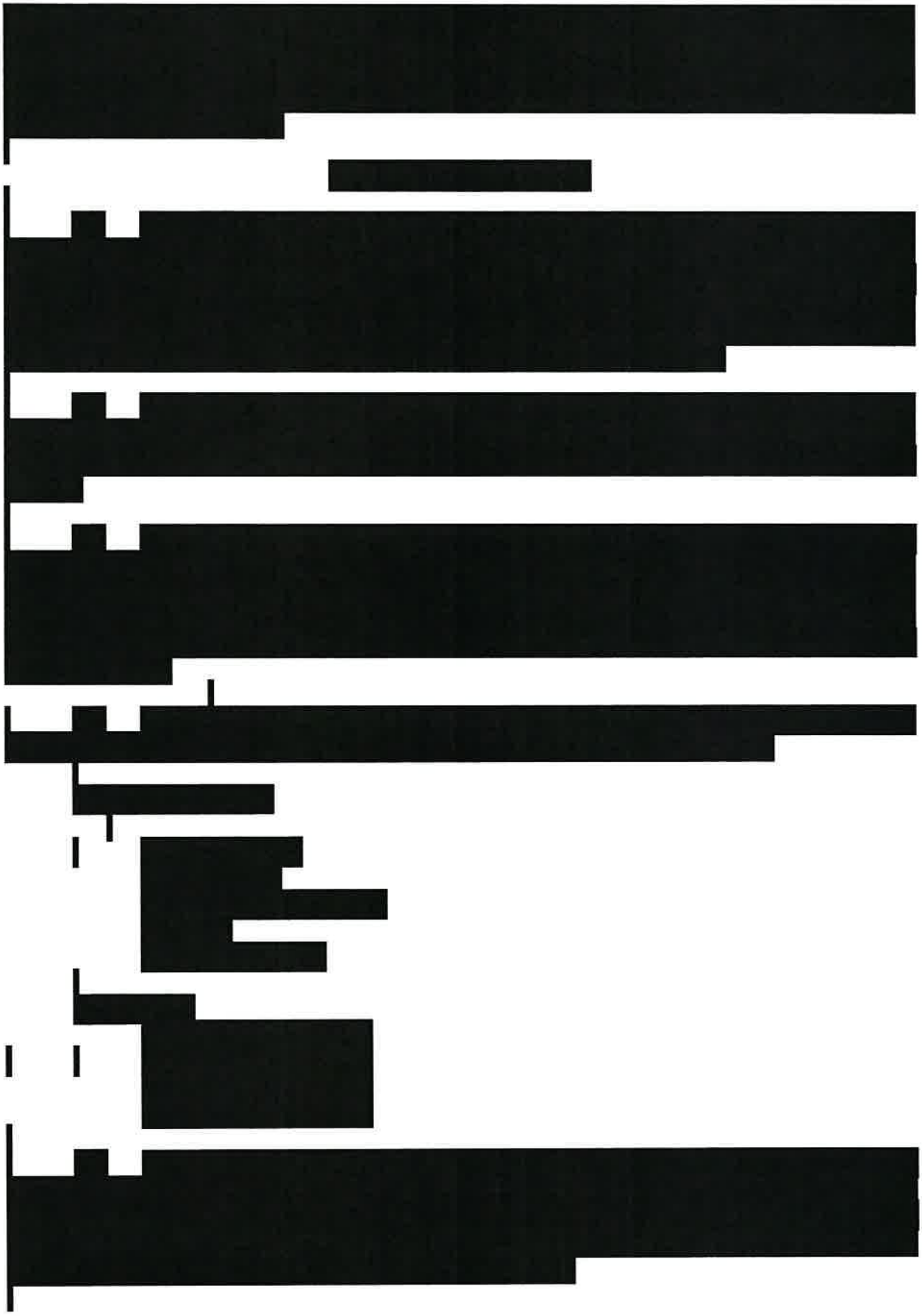

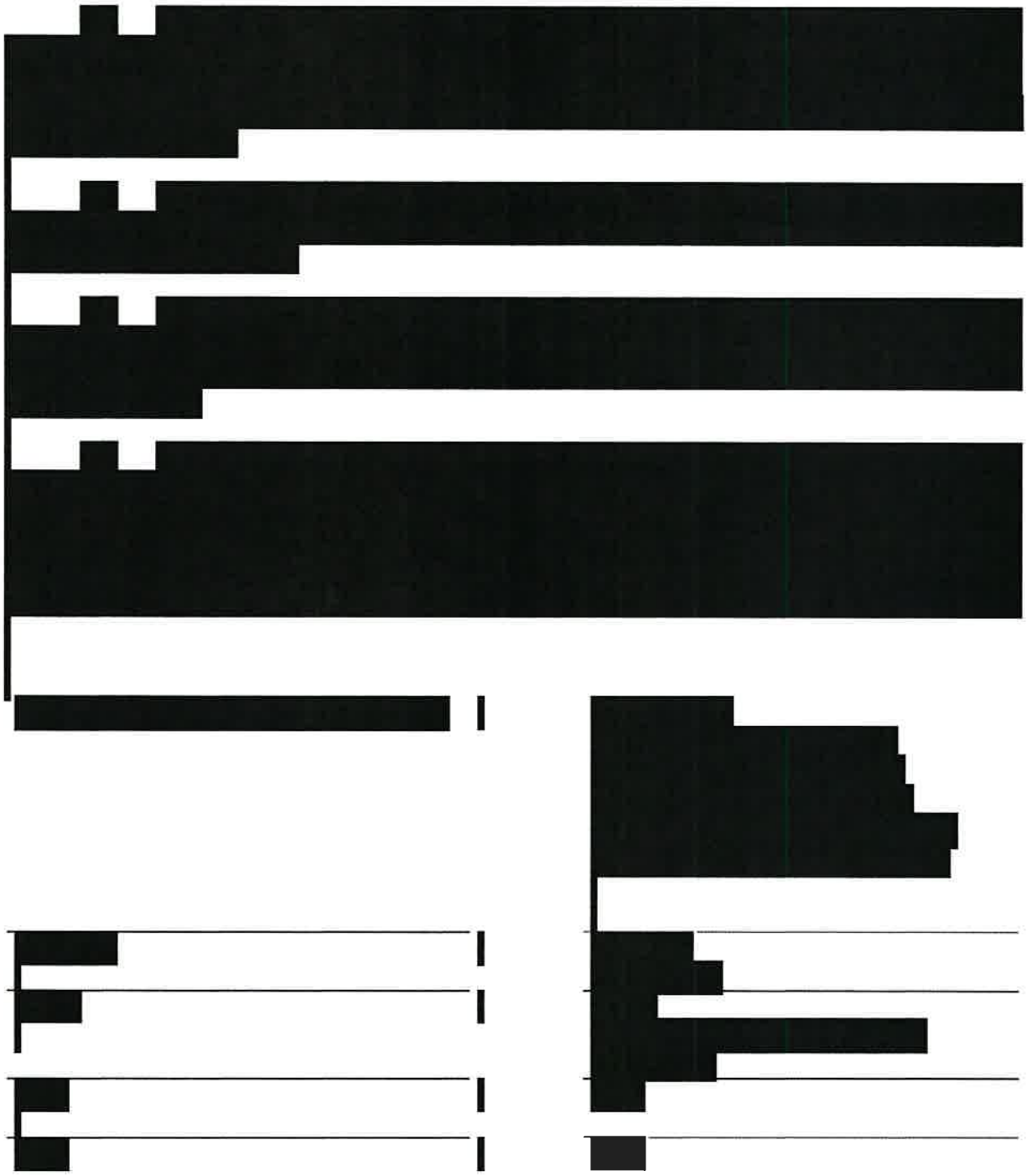



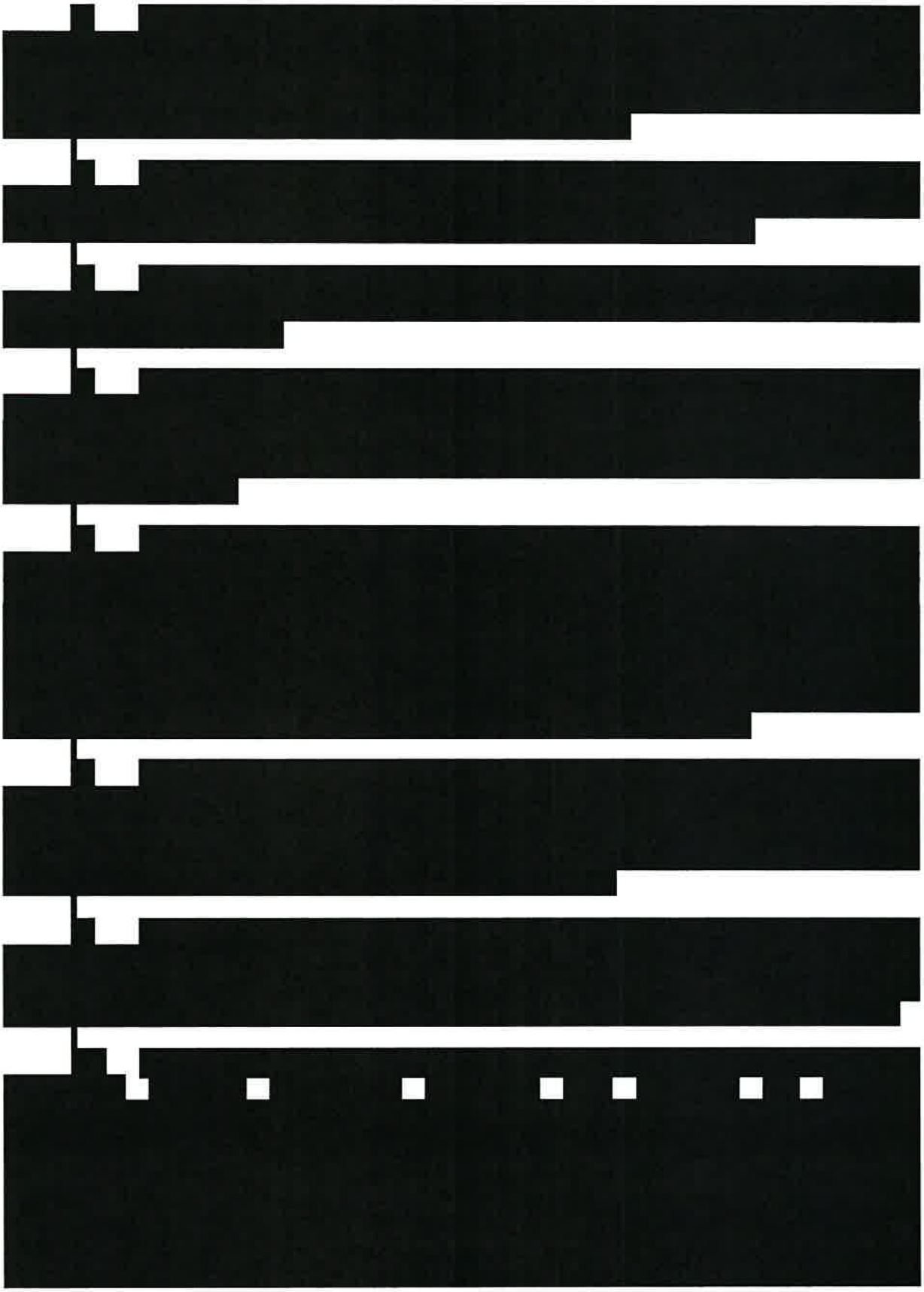

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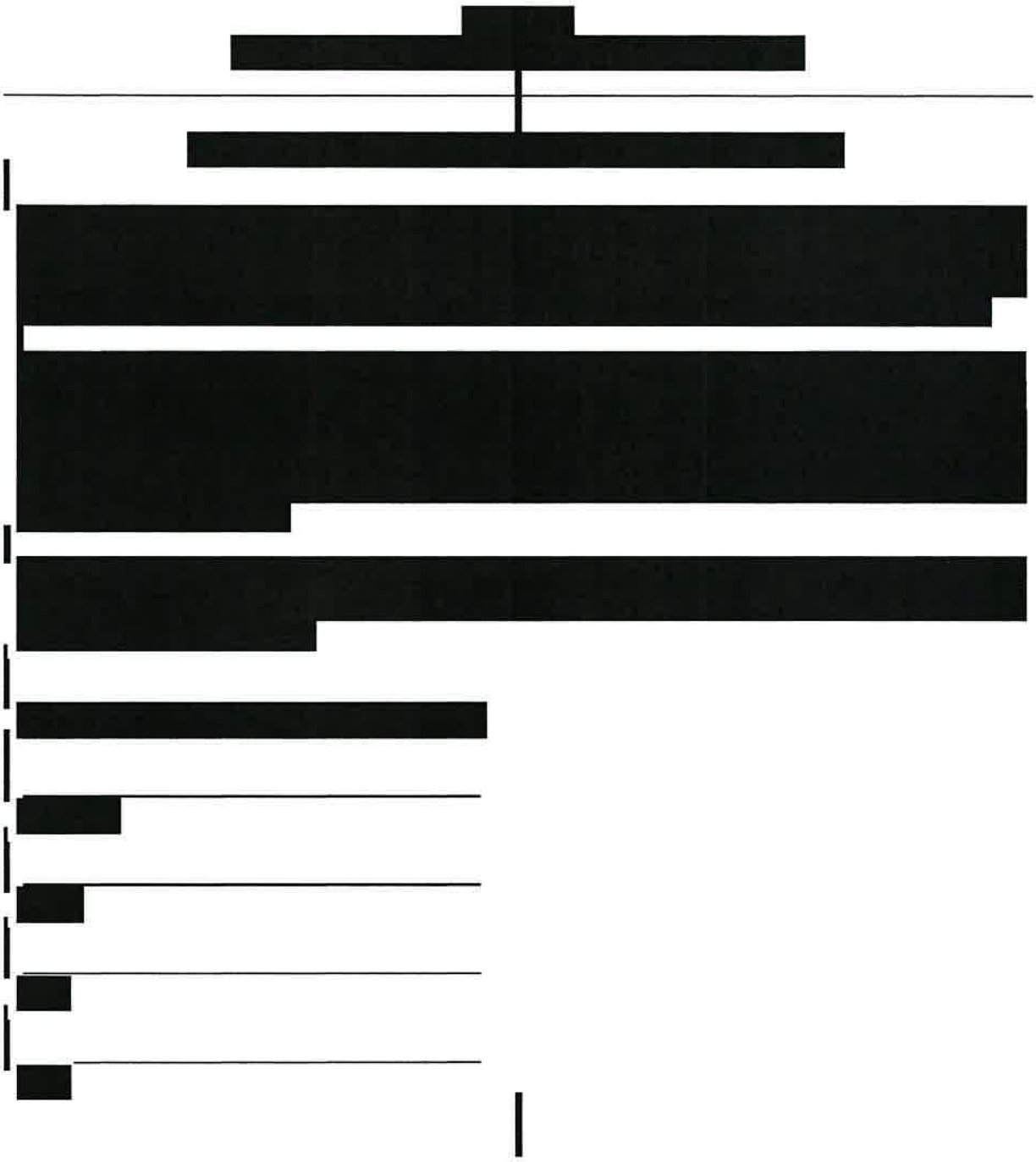

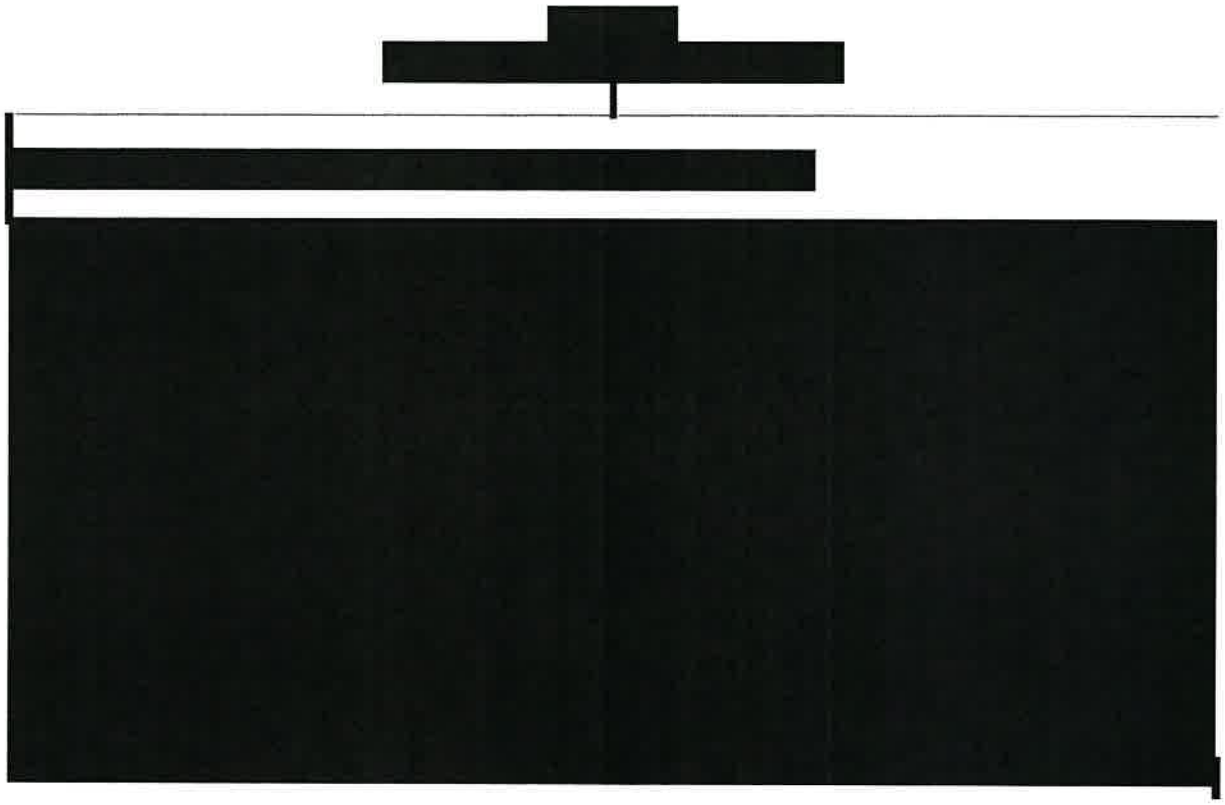

Exhibit F
Federal Funds Certifications

FEDERAL CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

In no event will Supplier act as a subcontractor under a U.S. federal prime contractor or a subrecipient under a U.S. federal grant or cooperative agreement.

The foregoing certifications apply only to Uniform Rental, Facilities Solutions, and First Aid and Safety products and services, and specifically do not apply to Fire products and services.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES _____ Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole

or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? N/A _____ Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? N/A _____ Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? N/A _____ Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal

department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(l) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (l) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for 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 a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a 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 grant 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 covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to

offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

Offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____ Date: _____

Exhibit G
Intentionally Omitted

Exhibit H
Advertising Compliance Requirement

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.210, Chapter 279A.220, and other related provisions, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Hawaii	Commonwealth of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	Commonwealth of Virginia
State of Connecticut	Commonwealth of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	Commonwealth of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and https://www.usa.gov/local-governments.

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHS INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BONANAZA, OR
CITY OF BOSSIER CITY, LA
CITY OF BROOKINGS, OR
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF DONALD, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR

CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT
ELMO, UT
ELSINORE, UT
ELWOOD, UT
EMERY, UT
ENOCH, UT
ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT
KAYSVILLE, UT
KINGSTON, UT
KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT
LAYTON, UT
LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT

LEWISTON, UT
LINDON, UT
LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNNDYL, UT
MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT
CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT
PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPIO, UT
SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT
SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT
SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT
SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT
WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR

CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION
LAFOURCHE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF UINTAH, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT
COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON, UT

OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED TO:

ADAIR R.F.P.D., OR
ADEL WATER IMPROVEMENT DISTRICT, OR
ADRIAN R.F.P.D., OR
AGNESS COMMUNITY LIBRARY, OR
AGNESS-ILLAHE R.F.P.D., OR
AGRICULTURE EDUCATION SERVICE EXTENSION DISTRICT, OR
ALDER CREEK-BARLOW WATER DISTRICT NO. 29, OR
ALFALFA FIRE DISTRICT, OR
ALSEA R.F.P.D., OR
ALSEA RIVIERA WATER IMPROVEMENT DISTRICT, OR
AMITY FIRE DISTRICT, OR
ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, OR
APPLE ROGUE DISTRICT IMPROVEMENT COMPANY, OR
APPLEGATE VALLEY R.F.P.D. #9, OR
ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT, OR
ARCH CAPE SANITARY DISTRICT, OR
ARNOLD IRRIGATION DISTRICT, OR
ASH CREEK WATER CONTROL DISTRICT, OR
ATHENA CEMETERY MAINTENANCE DISTRICT, OR
AUMSVILLE R.F.P.D., OR
AURORA R.F.P.D., OR
AZALEA R.F.P.D., OR
BADGER IMPROVEMENT DISTRICT, OR
BAILEY-SPENCER R.F.P.D., OR
BAKER COUNTY LIBRARY DISTRICT, OR
BAKER R.F.P.D., OR
BAKER RIVERTON ROAD DISTRICT, OR
BAKER VALLEY IRRIGATION DISTRICT, OR
BAKER VALLEY S.W.C.D., OR
BAKER VALLEY VECTOR CONTROL DISTRICT, OR
BANDON CRANBERRY WATER CONTROL DISTRICT, OR
BANDON R.F.P.D., OR
BANKS FIRE DISTRICT, OR
BANKS FIRE DISTRICT #13, OR
BAR L RANCH ROAD DISTRICT, OR
BARLOW WATER IMPROVEMENT DISTRICT, OR
BASIN AMBULANCE SERVICE DISTRICT, OR
BASIN TRANSIT SERVICE TRANSPORTATION DISTRICT, OR
BATON ROUGE WATER COMPANY
BAY AREA HEALTH DISTRICT, OR

BAYSHORE SPECIAL ROAD DISTRICT, OR
BEAR VALLEY SPECIAL ROAD DISTRICT, OR
BEAVER CREEK WATER CONTROL DISTRICT, OR
BEAVER DRAINAGE IMPROVEMENT COMPANY, INC., OR
BEAVER SLOUGH DRAINAGE DISTRICT, OR
BEAVER SPECIAL ROAD DISTRICT, OR
BEAVER WATER DISTRICT, OR
BELLE MER S.I.G.L. TRACTS SPECIAL ROAD DISTRICT, OR
BEND METRO PARK AND RECREATION DISTRICT
BENTON S.W.C.D., OR
BERNDT SUBDIVISION WATER IMPROVEMENT DISTRICT, OR
BEVERLY BEACH WATER DISTRICT, OR
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
BIG BEND IRRIGATION DISTRICT, OR
BIGGS SERVICE DISTRICT, OR
BLACK BUTTE RANCH DEPARTMENT OF POLICE SERVICES, OR
BLACK BUTTE RANCH R.F.P.D., OR
BLACK MOUNTAIN WATER DISTRICT, OR
BLODGETT-SUMMIT R.F.P.D., OR
BLUE MOUNTAIN HOSPITAL DISTRICT, OR
BLUE MOUNTAIN TRANSLATOR DISTRICT, OR
BLUE RIVER PARK & RECREATION DISTRICT, OR
BLUE RIVER WATER DISTRICT, OR
BLY R.F.P.D., OR
BLY VECTOR CONTROL DISTRICT, OR
BLY WATER AND SANITARY DISTRICT, OR
BOARDMAN CEMETERY MAINTENANCE DISTRICT, OR
BOARDMAN PARK AND RECREATION DISTRICT
BOARDMAN R.F.P.D., OR
BONANZA BIG SPRINGS PARK & RECREATION DISTRICT, OR
BONANZA MEMORIAL PARK CEMETERY DISTRICT, OR
BONANZA R.F.P.D., OR
BONANZA-LANGELL VALLEY VECTOR CONTROL DISTRICT, OR
BORING WATER DISTRICT #24, OR
BOULDER CREEK RETREAT SPECIAL ROAD DISTRICT, OR
BRIDGE R.F.P.D., OR
BROOKS COMMUNITY SERVICE DISTRICT, OR
BROWNSVILLE R.F.P.D., OR
BUELL-RED PRAIRIE WATER DISTRICT, OR
BUNKER HILL R.F.P.D. #1, OR
BUNKER HILL SANITARY DISTRICT, OR
BURLINGTON WATER DISTRICT, OR
BURNT RIVER IRRIGATION DISTRICT, OR
BURNT RIVER S.W.C.D., OR
CALAPOOIA R.F.P.D., OR
CAMAS VALLEY R.F.P.D., OR
CAMELLIA PARK SANITARY DISTRICT, OR
CAMMANN ROAD DISTRICT, OR
CAMP SHERMAN ROAD DISTRICT, OR
CANBY AREA TRANSIT, OR
CANBY R.F.P.D. #62, OR
CANBY UTILITY BOARD, OR
CANNON BEACH R.F.P.D., OR
CANYONVILLE SOUTH UMPQUA FIRE DISTRICT, OR
CAPE FERRELO R.F.P.D., OR
CAPE FOULWEATHER SANITARY DISTRICT, OR
CARLSON PRIMROSE SPECIAL ROAD DISTRICT, OR
CARMEL BEACH WATER DISTRICT, OR
CASCADE VIEW ESTATES TRACT 2, OR
CEDAR CREST SPECIAL ROAD DISTRICT, OR
CEDAR TRAILS SPECIAL ROAD DISTRICT, OR
CEDAR VALLEY - NORTH BANK R.F.P.D., OR
CENTRAL CASCADES FIRE AND EMS, OR
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
CENTRAL LINCOLN P.U.D., OR
CENTRAL OREGON COAST FIRE & RESCUE DISTRICT, OR
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CENTRAL OREGON IRRIGATION DISTRICT, OR
CHAPARRAL WATER CONTROL DISTRICT, OR
CHARLESTON FIRE DISTRICT, OR
CHARLESTON SANITARY DISTRICT, OR
CHARLOTTE ANN WATER DISTRICT, OR
CHEHALEM PARK & RECREATION DISTRICT, OR
CHEHALEM PARK AND RECREATION DISTRICT
CHEMULT R.F.P.D., OR
CHENOWITH WATER P.U.D., OR
CHERRIOTS, OR
CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT, OR
CHILOQUIN VECTOR CONTROL DISTRICT, OR
CHILOQUIN-AGENCY LAKE R.F.P.D., OR
CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR
CHR DISTRICT IMPROVEMENT COMPANY, OR
CHRISTMAS VALLEY DOMESTIC WATER DISTRICT, OR
CHRISTMAS VALLEY PARK & RECREATION DISTRICT, OR
CHRISTMAS VALLEY R.F.P.D., OR
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS COUNTY FIRE DISTRICT #1, OR
CLACKAMAS COUNTY SERVICE DISTRICT #1, OR
CLACKAMAS COUNTY VECTOR CONTROL DISTRICT, OR
CLACKAMAS RIVER WATER
CLACKAMAS RIVER WATER, OR
CLACKAMAS S.W.C.D., OR
CLATSKANIE DRAINAGE IMPROVEMENT COMPANY, OR
CLATSKANIE LIBRARY DISTRICT, OR
CLATSKANIE P.U.D., OR
CLATSKANIE PARK & RECREATION DISTRICT, OR
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLATSKANIE R.F.P.D., OR
CLATSOP CARE CENTER HEALTH DISTRICT, OR
CLATSOP COUNTY S.W.C.D., OR
CLATSOP DRAINAGE IMPROVEMENT COMPANY #15, INC., OR
CLEAN WATER SERVICES
CLEAN WATER SERVICES, OR
CLOVERDALE R.F.P.D., OR
CLOVERDALE SANITARY DISTRICT, OR
CLOVERDALE WATER DISTRICT, OR
COALEDO DRAINAGE DISTRICT, OR
COBURG FIRE DISTRICT, OR
COLESTIN RURAL FIRE DISTRICT, OR
COLTON R.F.P.D., OR
COLTON WATER DISTRICT #11, OR
COLUMBIA 911 COMMUNICATIONS DISTRICT, OR
COLUMBIA COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
COLUMBIA DRAINAGE VECTOR CONTROL, OR
COLUMBIA IMPROVEMENT DISTRICT, OR
COLUMBIA R.F.P.D., OR
COLUMBIA RIVER FIRE & RESCUE, OR
COLUMBIA RIVER PUD, OR
COLUMBIA S.W.C.D., OR
COLUMBIA S.W.C.D., OR
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
COOS FOREST PROTECTIVE ASSOCIATION
COOS S.W.C.D., OR
COQUILLE R.F.P.D., OR
COQUILLE VALLEY HOSPITAL DISTRICT, OR
CORBETT WATER DISTRICT, OR
CORNELIUS R.F.P.D., OR
CORP RANCH ROAD WATER IMPROVEMENT, OR
CORVALLIS R.F.P.D., OR
COUNTRY CLUB ESTATES SPECIAL WATER DISTRICT, OR

COUNTRY CLUB WATER DISTRICT, OR
COUNTRY ESTATES ROAD DISTRICT, OR
COVE CEMETERY MAINTENANCE DISTRICT, OR
COVE ORCHARD SEWER SERVICE DISTRICT, OR
COVE R.F.P.D., OR
CRESCENT R.F.P.D., OR
CRESCENT SANITARY DISTRICT, OR
CRESCENT WATER SUPPLY AND IMPROVEMENT DISTRICT, OR
CROOK COUNTY AGRICULTURE EXTENSION SERVICE DISTRICT, OR
CROOK COUNTY CEMETERY DISTRICT, OR
CROOK COUNTY FIRE AND RESCUE, OR
CROOK COUNTY PARKS & RECREATION DISTRICT, OR
CROOK COUNTY S.W.C.D., OR
CROOK COUNTY VECTOR CONTROL DISTRICT, OR
CROOKED RIVER RANCH R.F.P.D., OR
CROOKED RIVER RANCH SPECIAL ROAD DISTRICT, OR
CRYSTAL SPRINGS WATER DISTRICT, OR
CURRY COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
CURRY COUNTY PUBLIC TRANSIT SERVICE DISTRICT, OR
CURRY COUNTY S.W.C.D., OR
CURRY HEALTH DISTRICT, OR
CURRY PUBLIC LIBRARY DISTRICT, OR
DALLAS CEMETERY DISTRICT #4, OR
DARLEY DRIVE SPECIAL ROAD DISTRICT, OR
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
DAYS CREEK R.F.P.D., OR
DAYTON FIRE DISTRICT, OR
DEAN MINARD WATER DISTRICT, OR
DEE IRRIGATION DISTRICT, OR
DEER ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
DELL BROGAN CEMETERY MAINTENANCE DISTRICT, OR
DEPOE BAY R.F.P.D., OR
DESCHUTES COUNTY 911 SERVICE DISTRICT, OR
DESCHUTES COUNTY R.F.P.D. #2, OR
DESCHUTES PUBLIC LIBRARY DISTRICT, OR
DESCHUTES S.W.C.D., OR
DESCHUTES VALLEY WATER DISTRICT, OR
DEVILS LAKE WATER IMPROVEMENT DISTRICT, OR
DEXTER R.F.P.D., OR
DEXTER SANITARY DISTRICT, OR
DORA-SITKUM R.F.P.D., OR
DOUGLAS COUNTY FIRE DISTRICT #2, OR
DOUGLAS S.W.C.D., OR
DRAKES CROSSING R.F.P.D., OR
DRRH SPECIAL ROAD DISTRICT #6, OR
DRY GULCH DITCH DISTRICT IMPROVEMENT COMPANY, OR
DUFUR RECREATION DISTRICT, OR
DUMBECK LANE DOMESTIC WATER SUPPLY, OR
DUNDEE R.F.P.D., OR
DURKEE COMMUNITY BUILDING PRESERVATION DISTRICT, OR
EAGLE POINT IRRIGATION DISTRICT, OR
EAGLE VALLEY CEMETERY MAINTENANCE DISTRICT, OR
EAGLE VALLEY R.F.P.D., OR
EAGLE VALLEY S.W.C.D., OR
EAST FORK IRRIGATION DISTRICT, OR
EAST MULTNOMAH S.W.C.D., OR
EAST SALEM SERVICE DISTRICT, OR
EAST UMATILLA CHEMICAL CONTROL DISTRICT, OR
EAST UMATILLA COUNTY AMBULANCE AREA HEALTH DISTRICT, OR
EAST UMATILLA COUNTY R.F.P.D., OR
EAST VALLEY WATER DISTRICT, OR
ELGIN COMMUNITY PARKS & RECREATION DISTRICT, OR
ELGIN HEALTH DISTRICT, OR
ELGIN R.F.P.D., OR
ELKTON ESTATES PHASE II SPECIAL ROAD DISTRICT, OR
ELKTON R.F.P.D., OR
EMERALD P.U.D., OR
ENTERPRISE IRRIGATION DISTRICT, OR
ESTACADA CEMETERY MAINTENANCE DISTRICT, OR
ESTACADA R.F.P.D. #69, OR
EUGENE R.F.P.D. # 1, OR
EUGENE WATER AND ELECTRIC BOARD
EVANS VALLEY FIRE DISTRICT #6, OR
FAIR OAKS R.F.P.D., OR
FAIRVIEW R.F.P.D., OR
FAIRVIEW WATER DISTRICT, OR
FALCON HEIGHTS WATER AND SEWER, OR
FALCON-COVE BEACH WATER DISTRICT, OR
FALL RIVER ESTATES SPECIAL ROAD DISTRICT, OR
FARGO INTERCHANGE SERVICE DISTRICT, OR
FARMERS IRRIGATION DISTRICT, OR
FAT ELK DRAINAGE DISTRICT, OR
FERN RIDGE PUBLIC LIBRARY DISTRICT, OR
FERN VALLEY ESTATES IMPROVEMENT DISTRICT, OR
FOR FAR ROAD DISTRICT, OR
FOREST GROVE R.F.P.D., OR
FOREST VIEW SPECIAL ROAD DISTRICT, OR
FORT ROCK-SILVER LAKE S.W.C.D., OR
FOUR RIVERS VECTOR CONTROL DISTRICT, OR
FOX CEMETERY MAINTENANCE DISTRICT, OR
GARDINER R.F.P.D., OR
GARDINER SANITARY DISTRICT, OR
GARIBALDI R.F.P.D., OR
GASTON R.F.P.D., OR
GATES R.F.P.D., OR
GEARHART R.F.P.D., OR
GILLIAM S.W.C.D., OR
GLENDALE AMBULANCE DISTRICT, OR
GLENDALE R.F.P.D., OR
GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR
GLENEDEN SANITARY DISTRICT, OR
GLENWOOD WATER DISTRICT, OR
GLIDE - IDLEYLD SANITARY DISTRICT, OR
GLIDE R.F.P.D., OR
GOLD BEACH - WEDDERBURN R.F.P.D., OR
GOLD HILL IRRIGATION DISTRICT, OR
GOLDFINCH ROAD DISTRICT, OR
GOSHEN R.F.P.D., OR
GOVERNMENT CAMP ROAD DISTRICT, OR
GOVERNMENT CAMP SANITARY DISTRICT, OR
GRAND PRAIRIE WATER CONTROL DISTRICT, OR
GRAND RONDE SANITARY DISTRICT, OR
GRANT COUNTY TRANSPORTATION DISTRICT, OR
GRANT S.W.C.D., OR
GRANTS PASS IRRIGATION DISTRICT, OR
GREATER BOWEN VALLEY R.F.P.D., OR
GREATER ST. HELENS PARK & RECREATION DISTRICT, OR
GREATER TOLEDO POOL RECREATION DISTRICT, OR
GREEN KNOLLS SPECIAL ROAD DISTRICT, OR
GREEN SANITARY DISTRICT, OR
GREENACRES R.F.P.D., OR
GREENBERRY IRRIGATION DISTRICT, OR
GREENSPRINGS RURAL FIRE DISTRICT, OR
HAHLEN ROAD SPECIAL DISTRICT, OR
HAINES CEMETERY MAINTENANCE DISTRICT, OR
HAINES FIRE PROTECTION DISTRICT, OR
HALSEY-SHEDD R.F.P.D., OR
HAMLET R.F.P.D., OR
HARBOR R.F.P.D., OR
HARBOR SANITARY DISTRICT, OR
HARBOR WATER P.U.D., OR
HARNEY COUNTY HEALTH DISTRICT, OR

HARNEY S.W.C.D., OR
HARPER SOUTH SIDE IRRIGATION DISTRICT, OR
HARRISBURG FIRE AND RESCUE, OR
HAUSER R.F.P.D., OR
HAZELDELL RURAL FIRE DISTRICT, OR
HEBO JOINT WATER-SANITARY AUTHORITY, OR
HECETA WATER P.U.D., OR
HELIX CEMETERY MAINTENANCE DISTRICT #4, OR
HELIX PARK & RECREATION DISTRICT, OR
HELIX R.F.P.D. #7-411, OR
HEPPNER CEMETERY MAINTENANCE DISTRICT, OR
HEPPNER R.F.P.D., OR
HEPPNER WATER CONTROL DISTRICT, OR
HEREFORD COMMUNITY HALL RECREATION DISTRICT, OR
HERMISTON CEMETERY DISTRICT, OR
HERMISTON IRRIGATION DISTRICT, OR
HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT DISTRICT, OR
HIGH DESERT PARK & RECREATION DISTRICT, OR
HIGHLAND SUBDIVISION WATER DISTRICT, OR
HONOLULU INTERNATIONAL AIRPORT
HOOD RIVER COUNTY LIBRARY DISTRICT, OR
HOOD RIVER COUNTY TRANSPORTATION DISTRICT, OR
HOOD RIVER S.W.C.D., OR
HOOD RIVER VALLEY PARKS & RECREATION DISTRICT, OR
HOODLAND FIRE DISTRICT #74
HOODLAND FIRE DISTRICT #74, OR
HORSEFLY IRRIGATION DISTRICT, OR
HOSKINS-KINGS VALLEY R.F.P.D., OR
HOUSING AUTHORITY OF PORTLAND
HUBBARD R.F.P.D., OR
HUDSON BAY DISTRICT IMPROVEMENT COMPANY, OR
I N (KAY) YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
ICE FOUNTAIN WATER DISTRICT, OR
IDAHO POINT SPECIAL ROAD DISTRICT, OR
IDANHA-DETROIT RURAL FIRE PROTECTION DISTRICT, OR
ILLINOIS VALLEY FIRE DISTRICT
ILLINOIS VALLEY R.F.P.D., OR
ILLINOIS VALLEY S.W.C.D., OR
IMBLER R.F.P.D., OR
INTERLACHEN WATER P.U.D., OR
IONE LIBRARY DISTRICT, OR
IONE R.F.P.D. #6-604, OR
IRONSIDE CEMETERY MAINTENANCE DISTRICT, OR
IRONSIDE RURAL ROAD DISTRICT #5, OR
IRRIGON PARK & RECREATION DISTRICT, OR
IRRIGON R.F.P.D., OR
ISLAND CITY AREA SANITATION DISTRICT, OR
ISLAND CITY CEMETERY MAINTENANCE DISTRICT, OR
JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR
JACKSON COUNTY FIRE DISTRICT #3, OR
JACKSON COUNTY FIRE DISTRICT #4, OR
JACKSON COUNTY FIRE DISTRICT #5, OR
JACKSON COUNTY LIBRARY DISTRICT, OR
JACKSON COUNTY VECTOR CONTROL DISTRICT, OR
JACKSON S.W.C.D., OR
JASPER KNOLLS WATER DISTRICT, OR
JEFFERSON COUNTY EMERGENCY MEDICAL SERVICE DISTRICT, OR
JEFFERSON COUNTY FIRE DISTRICT #1, OR
JEFFERSON COUNTY LIBRARY DISTRICT, OR
JEFFERSON COUNTY S.W.C.D., OR
JEFFERSON PARK & RECREATION DISTRICT, OR
JEFFERSON R.F.P.D., OR
JOB'S DRAINAGE DISTRICT, OR
JOHN DAY WATER DISTRICT, OR
JOHN DAY-CANYON CITY PARKS & RECREATION DISTRICT, OR
JOHN DAY-FERNHILL R.F.P.D. #5-108, OR
JORDAN VALLEY CEMETERY DISTRICT, OR
JORDAN VALLEY IRRIGATION DISTRICT, OR
JOSEPHINE COMMUNITY LIBRARY DISTRICT, OR
JOSEPHINE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
JOSEPHINE COUNTY 911 AGENCY, OR
JUNCTION CITY R.F.P.D., OR
JUNCTION CITY WATER CONTROL DISTRICT, OR
JUNIPER BUTTE ROAD DISTRICT, OR
JUNIPER CANYON WATER CONTROL DISTRICT, OR
JUNIPER FLAT DISTRICT IMPROVEMENT COMPANY, OR
JUNIPER FLAT R.F.P.D., OR
JUNO NONPROFIT WATER IMPROVEMENT DISTRICT, OR
KEATING R.F.P.D., OR
KEATING S.W.C.D., OR
KEIZER R.F.P.D., OR
KELLOGG RURAL FIRE DISTRICT, OR
KENO IRRIGATION DISTRICT, OR
KENO PINES ROAD DISTRICT, OR
KENO R.F.P.D., OR
KENT WATER DISTRICT, OR
KERBY WATER DISTRICT, OR
K-GB-LB WATER DISTRICT, OR
KILCHIS WATER DISTRICT, OR
KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, OR
KLAMATH BASIN IMPROVEMENT DISTRICT, OR
KLAMATH COUNTY DRAINAGE SERVICE DISTRICT, OR
KLAMATH COUNTY EXTENSION SERVICE DISTRICT, OR
KLAMATH COUNTY FIRE DISTRICT #1, OR
KLAMATH COUNTY FIRE DISTRICT #3, OR
KLAMATH COUNTY FIRE DISTRICT #4, OR
KLAMATH COUNTY FIRE DISTRICT #5, OR
KLAMATH COUNTY LIBRARY SERVICE DISTRICT, OR
KLAMATH COUNTY PREDATORY ANIMAL CONTROL DISTRICT, OR
KLAMATH DRAINAGE DISTRICT, OR
KLAMATH FALLS FOREST ESTATES SPECIAL ROAD DISTRICT UNIT #2, OR
KLAMATH INTEROPERABILITY RADIO GROUP, OR
KLAMATH IRRIGATION DISTRICT, OR
KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT, OR
KLAMATH S.W.C.D., OR
KLAMATH VECTOR CONTROL DISTRICT, OR
KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR
LA GRANDE CEMETERY MAINTENANCE DISTRICT, OR
LA GRANDE R.F.P.D., OR
LA PINE PARK & RECREATION DISTRICT, OR
LA PINE R.F.P.D., OR
LABISH VILLAGE SEWAGE & DRAINAGE, OR
LACOMB IRRIGATION DISTRICT, OR
LAFAYETTE AIRPORT COMMISSION, LA
LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3
LAIDLAW WATER DISTRICT, OR
LAKE CHINOOK FIRE & RESCUE, OR
LAKE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
LAKE COUNTY LIBRARY DISTRICT, OR
LAKE CREEK R.F.P.D. - JACKSON, OR
LAKE CREEK R.F.P.D. - LANE COUNTY, OR
LAKE DISTRICT HOSPITAL, OR
LAKE GROVE R.F.P.D. NO. 57, OR
LAKE GROVE WATER DISTRICT, OR
LAKE LABISH WATER CONTROL DISTRICT, OR
LAKE POINT SPECIAL ROAD DISTRICT, OR
LAKESIDE R.F.P.D. #4, OR
LAKESIDE WATER DISTRICT, OR
LAKEVIEW R.F.P.D., OR
LAKEVIEW S.W.C.D., OR
LAMONTAI IMPROVEMENT DISTRICT, OR
LANE FIRE AUTHORITY, OR

LANE LIBRARY DISTRICT, OR
LANE TRANSIT DISTRICT, OR
LANGELL VALLEY IRRIGATION DISTRICT, OR
LANGLOIS PUBLIC LIBRARY, OR
LANGLOIS R.F.P.D., OR
LANGLOIS WATER DISTRICT, OR
LAZY RIVER SPECIAL ROAD DISTRICT, OR
LEBANON AQUATIC DISTRICT, OR
LEBANON R.F.P.D., OR
LEWIS & CLARK R.F.P.D., OR
LINCOLN COUNTY LIBRARY DISTRICT, OR
LINCOLN S.W.C.D., OR
LINN COUNTY EMERGENCY TELEPHONE AGENCY, OR
LINN S.W.C.D., OR
LITTLE MUDDY CREEK WATER CONTROL, OR
LITTLE NESTUCCA DRAINAGE DISTRICT, OR
LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR
LONE PINE IRRIGATION DISTRICT, OR
LONG PRAIRIE WATER DISTRICT, OR
LOOKINGGLASS OLALLA WATER CONTROL DISTRICT, OR
LOOKINGGLASS RURAL FIRE DISTRICT, OR
LORANE R.F.P.D., OR
LOST & BOULDER DITCH IMPROVEMENT DISTRICT, OR
LOST CREEK PARK SPECIAL ROAD DISTRICT, OR
LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
LOWELL R.F.P.D., OR
LOWER MCKAY CREEK R.F.P.D., OR
LOWER MCKAY CREEK WATER CONTROL DISTRICT, OR
LOWER POWDER RIVER IRRIGATION DISTRICT, OR
LOWER SILETZ WATER DISTRICT, OR
LOWER UMPQUA HOSPITAL DISTRICT, OR
LOWER UMPQUA PARK & RECREATION DISTRICT, OR
LOWER VALLEY WATER IMPROVEMENT DISTRICT, OR
LUCE LONG DITCH DISTRICT IMPROVEMENT CO., OR
LUSTED WATER DISTRICT, OR
LYONS R.F.P.D., OR
LYONS-MEHAMA WATER DISTRICT, OR
MADRAS AQUATIC CENTER DISTRICT, OR
MAKAI SPECIAL ROAD DISTRICT, OR
MALHEUR COUNTY S.W.C.D., OR
MALHEUR COUNTY VECTOR CONTROL DISTRICT, OR
MALHEUR DISTRICT IMPROVEMENT COMPANY, OR
MALHEUR DRAINAGE DISTRICT, OR
MALHEUR MEMORIAL HEALTH DISTRICT, OR
MALIN COMMUNITY CEMETERY MAINTENANCE DISTRICT, OR
MALIN COMMUNITY PARK & RECREATION DISTRICT, OR
MALIN IRRIGATION DISTRICT, OR
MALIN R.F.P.D., OR
MAPLETON FIRE DEPARTMENT, OR
MAPLETON WATER DISTRICT, OR
MARCOLA WATER DISTRICT, OR
MARION COUNTY EXTENSION & 4H SERVICE DISTRICT, OR
MARION COUNTY FIRE DISTRICT #1, OR
MARION JACK IMPROVEMENT DISTRICT, OR
MARION S.W.C.D., OR
MARY'S RIVER ESTATES ROAD DISTRICT, OR
MCDONALD FOREST ESTATES SPECIAL ROAD DISTRICT, OR
MCKAY ACRES IMPROVEMENT DISTRICT, OR
MCKAY DAM R.F.P.D. # 7-410, OR
MCKENZIE FIRE & RESCUE, OR
MCKENZIE PALISADES WATER SUPPLY CORPORATION, OR
MCMINNVILLE R.F.P.D., OR
MCNULTY WATER P.U.D., OR
MEADOWS DRAINAGE DISTRICT, OR
MEDFORD IRRIGATION DISTRICT, OR
MEDFORD R.F.P.D. #2, OR
MEDFORD WATER COMMISSION
MEDICAL SPRINGS R.F.P.D., OR
MELHEUR COUNTY JAIL, OR
MERLIN COMMUNITY PARK DISTRICT, OR
MERRILL CEMETERY MAINTENANCE DISTRICT, OR
MERRILL PARK DISTRICT, OR
MERRILL R.F.P.D., OR
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
MID COUNTY CEMETERY MAINTENANCE DISTRICT, OR
MID-COLUMBIA FIRE AND RESCUE, OR
MIDDLE FORK IRRIGATION DISTRICT, OR
MIDLAND COMMUNITY PARK, OR
MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR
MILES CROSSING SANITARY SEWER DISTRICT, OR
MILL CITY R.F.P.D. #2-303, OR
MILL FOUR DRAINAGE DISTRICT, OR
MILLICOMA RIVER PARK & RECREATION DISTRICT, OR
MILLINGTON R.F.P.D. #5, OR
MILO VOLUNTEER FIRE DEPARTMENT, OR
MILTON-FREEWATER AMBULANCE SERVICE AREA HEALTH DISTRICT, OR
MILTON-FREEWATER WATER CONTROL DISTRICT, OR
MIROCO SPECIAL ROAD DISTRICT, OR
MIST-BIRKENFELD R.F.P.D., OR
MODOC POINT IRRIGATION DISTRICT, OR
MODOC POINT SANITARY DISTRICT, OR
MOHAWK VALLEY R.F.P.D., OR
MOLALLA AQUATIC DISTRICT, OR
MOLALLA R.F.P.D. #73, OR
MONITOR R.F.P.D., OR
MONROE R.F.P.D., OR
MONUMENT CEMETERY MAINTENANCE DISTRICT, OR
MONUMENT S.W.C.D., OR
MOOREA DRIVE SPECIAL ROAD DISTRICT, OR
MORO R.F.P.D., OR
MORROW COUNTY HEALTH DISTRICT, OR
MORROW COUNTY UNIFIED RECREATION DISTRICT, OR
MORROW S.W.C.D., OR
MOSIER FIRE DISTRICT, OR
MOUNTAIN DRIVE SPECIAL ROAD DISTRICT, OR
MT. ANGEL R.F.P.D., OR
MT. HOOD IRRIGATION DISTRICT, OR
MT. LAKI CEMETERY DISTRICT, OR
MT. VERNON R.F.P.D., OR
MULINO WATER DISTRICT #1, OR
MULTNOMAH COUNTY DRAINAGE DISTRICT #1, OR
MULTNOMAH COUNTY R.F.P.D. #10, OR
MULTNOMAH COUNTY R.F.P.D. #14, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MYRTLE CREEK R.F.P.D., OR
NEAH-KAH-NIE WATER DISTRICT, OR
NEDONNA R.F.P.D., OR
NEHALEM BAY FIRE AND RESCUE, OR
NEHALEM BAY HEALTH DISTRICT, OR
NEHALEM BAY WASTEWATER AGENCY, OR
NESIKA BEACH-OPHIR WATER DISTRICT, OR
NESKOWIN REGIONAL SANITARY AUTHORITY, OR
NESKOWIN REGIONAL WATER DISTRICT, OR
NESTUCCA R.F.P.D., OR
NETARTS WATER DISTRICT, OR
NETARTS-OCEANSIDE R.F.P.D., OR
NETARTS-OCEANSIDE SANITARY DISTRICT, OR
NEW BRIDGE WATER SUPPLY DISTRICT, OR
NEW CARLTON FIRE DISTRICT, OR
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
NEW PINE CREEK R.F.P.D., OR

NEWBERG R.F.P.D., OR
NEWBERRY ESTATES SPECIAL ROAD DISTRICT, OR
NEWPORT R.F.P.D., OR
NEWT YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
NORTH ALBANY R.F.P.D., OR
NORTH BAY R.F.P.D. #9, OR
NORTH CLACKAMAS PARKS & RECREATION DISTRICT, OR
NORTH COUNTY RECREATION DISTRICT, OR
NORTH DOUGLAS COUNTY FIRE & EMS, OR
NORTH DOUGLAS PARK & RECREATION DISTRICT, OR
NORTH GILLIAM COUNTY HEALTH DISTRICT, OR
NORTH GILLIAM COUNTY R.F.P.D., OR
NORTH LAKE HEALTH DISTRICT, OR
NORTH LEBANON WATER CONTROL DISTRICT, OR
NORTH LINCOLN FIRE & RESCUE DISTRICT #1, OR
NORTH LINCOLN HEALTH DISTRICT, OR
NORTH MORROW VECTOR CONTROL DISTRICT, OR
NORTH SHERMAN COUNTY R.F.P.D, OR
NORTH UNIT IRRIGATION DISTRICT, OR
NORTHEAST OREGON HOUSING AUTHORITY, OR
NORTHEAST WHEELER COUNTY HEALTH DISTRICT, OR
NORTHERN WASCO COUNTY P.U.D., OR
NORTHERN WASCO COUNTY PARK & RECREATION DISTRICT, OR
NYE DITCH USERS DISTRICT IMPROVEMENT, OR
NYSSA ROAD ASSESSMENT DISTRICT #2, OR
NYSSA RURAL FIRE DISTRICT, OR
NYSSA-ARCADIA DRAINAGE DISTRICT, OR
OAK LODGE WATER SERVICES, OR
OAKLAND R.F.P.D., OR
OAKVILLE COMMUNITY CENTER, OR
OCEANSIDE WATER DISTRICT, OR
OCHOCO IRRIGATION DISTRICT, OR
OCHOCO WEST WATER AND SANITARY AUTHORITY, OR
ODELL SANITARY DISTRICT, OR
OLD OWYHEE DITCH IMPROVEMENT DISTRICT, OR
OLNEY-WALLUSKI FIRE & RESCUE DISTRICT, OR
ONTARIO LIBRARY DISTRICT, OR
ONTARIO R.F.P.D., OR
OPHIR R.F.P.D., OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON INTERNATIONAL PORT OF COOS BAY, OR
OREGON LEGISLATIVE ADMINISTRATION
OREGON OUTBACK R.F.P.D., OR
OREGON POINT, OR
OREGON TRAIL LIBRARY DISTRICT, OR
OTTER ROCK WATER DISTRICT, OR
OWW UNIT #2 SANITARY DISTRICT, OR
OWYHEE CEMETERY MAINTENANCE DISTRICT, OR
OWYHEE IRRIGATION DISTRICT, OR
PACIFIC CITY JOINT WATER-SANITARY AUTHORITY, OR
PACIFIC COMMUNITIES HEALTH DISTRICT, OR
PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, OR
PALATINE HILL WATER DISTRICT, OR
PALMER CREEK WATER DISTRICT IMPROVEMENT COMPANY, OR
PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR
PANTHER CREEK ROAD DISTRICT, OR
PANTHER CREEK WATER DISTRICT, OR
PARKDALE R.F.P.D., OR
PARKDALE SANITARY DISTRICT, OR
PENINSULA DRAINAGE DISTRICT #1, OR
PENINSULA DRAINAGE DISTRICT #2, OR
PHILOMATH FIRE AND RESCUE, OR
PILOT ROCK CEMETERY MAINTENANCE DISTRICT #5, OR
PILOT ROCK PARK & RECREATION DISTRICT, OR
PILOT ROCK R.F.P.D., OR
PINE EAGLE HEALTH DISTRICT, OR
PINE FLAT DISTRICT IMPROVEMENT COMPANY, OR
PINE GROVE IRRIGATION DISTRICT, OR
PINE GROVE WATER DISTRICT-KLAMATH FALLS, OR
PINE GROVE WATER DISTRICT-MAUPIN, OR
PINE VALLEY CEMETERY DISTRICT, OR
PINE VALLEY R.F.P.D., OR
PINEWOOD COUNTRY ESTATES SPECIAL ROAD DISTRICT, OR
PIONEER DISTRICT IMPROVEMENT COMPANY, OR
PISTOL RIVER CEMETERY MAINTENANCE DISTRICT, OR
PISTOL RIVER FIRE DISTRICT, OR
PLEASANT HILL R.F.P.D., OR
PLEASANT HOME WATER DISTRICT, OR
POCAHONTAS MINING AND IRRIGATION DISTRICT, OR
POE VALLEY IMPROVEMENT DISTRICT, OR
POE VALLEY PARK & RECREATION DISTRICT, OR
POE VALLEY VECTOR CONTROL DISTRICT, OR
POLK COUNTY FIRE DISTRICT #1, OR
POLK S.W.C.D., OR
POMPADOUR WATER IMPROVEMENT DISTRICT, OR
PONDEROSA PINES EAST SPECIAL ROAD DISTRICT, OR
PORT OF ALSEA, OR
PORT OF ARLINGTON, OR
PORT OF ASTORIA, OR
PORT OF BANDON, OR
PORT OF BRANDON, OR
PORT OF BROOKINGS HARBOR, OR
PORT OF CASCADE LOCKS, OR
PORT OF COQUILLE RIVER, OR
PORT OF GARIBALDI, OR
PORT OF GOLD BEACH, OR
PORT OF HOOD RIVER, OR
PORT OF MORGAN CITY, LA
PORT OF MORROW, OR
PORT OF NEHALEM, OR
PORT OF NEWPORT, OR
PORT OF PORT ORFORD, OR
PORT OF PORTLAND, OR
PORT OF SIUSLAW, OR
PORT OF ST. HELENS, OR
PORT OF THE DALLES, OR
PORT OF TILLAMOOK BAY, OR
PORT OF TOLEDO, OR
PORT OF UMATILLA, OR
PORT OF UMPQUA, OR
PORT ORFORD CEMETERY MAINTENANCE DISTRICT, OR
PORT ORFORD PUBLIC LIBRARY DISTRICT, OR
PORT ORFORD R.F.P.D., OR
PORTLAND DEVELOPMENT COMMISSION, OR
PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR
POWDER R.F.P.D., OR
POWDER RIVER R.F.P.D., OR
POWDER VALLEY WATER CONTROL DISTRICT, OR
POWERS HEALTH DISTRICT, OR
PRAIRIE CEMETERY MAINTENANCE DISTRICT, OR
PRINEVILLE LAKE ACRES SPECIAL ROAD DISTRICT #1, OR
PROSPECT R.F.P.D., OR
QUAIL VALLEY PARK IMPROVEMENT DISTRICT, OR
QUEENER IRRIGATION IMPROVEMENT DISTRICT, OR
RAINBOW WATER DISTRICT, OR
RAINIER CEMETERY DISTRICT, OR
RAINIER DRAINAGE IMPROVEMENT COMPANY, OR
RALEIGH WATER DISTRICT, OR
REDMOND AREA PARK & RECREATION DISTRICT, OR
REDMOND FIRE AND RESCUE, OR
RIDDLE FIRE PROTECTION DISTRICT, OR

RIDGEWOOD DISTRICT IMPROVEMENT COMPANY, OR
RIDGEWOOD ROAD DISTRICT, OR
RIETH SANITARY DISTRICT, OR
RIETH WATER DISTRICT, OR
RIMROCK WEST IMPROVEMENT DISTRICT, OR
RINK CREEK WATER DISTRICT, OR
RIVER BEND ESTATES SPECIAL ROAD DISTRICT, OR
RIVER FOREST ACRES SPECIAL ROAD DISTRICT, OR
RIVER MEADOWS IMPROVEMENT DISTRICT, OR
RIVER PINES ESTATES SPECIAL ROAD DISTRICT, OR
RIVER ROAD PARK & RECREATION DISTRICT, OR
RIVER ROAD WATER DISTRICT, OR
RIVERBEND RIVERBANK WATER IMPROVEMENT DISTRICT, OR
RIVERDALE R.F.P.D. 11-JT, OR
RIVERGROVE WATER DISTRICT, OR
RIVERSIDE MISSION WATER CONTROL DISTRICT, OR
RIVERSIDE R.F.P.D. #7-406, OR
RIVERSIDE WATER DISTRICT, OR
ROBERTS CREEK WATER DISTRICT, OR
ROCK CREEK DISTRICT IMPROVEMENT, OR
ROCK CREEK WATER DISTRICT, OR
ROCKWOOD WATER P.U.D., OR
ROCKY POINT FIRE & EMS, OR
ROGUE RIVER R.F.P.D., OR
ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR
ROGUE VALLEY SEWER SERVICES, OR
ROGUE VALLEY SEWER, OR
ROGUE VALLEY TRANSPORTATION DISTRICT, OR
ROSEBURG URBAN SANITARY AUTHORITY, OR
ROSEWOOD ESTATES ROAD DISTRICT, OR
ROW RIVER VALLEY WATER DISTRICT, OR
RURAL ROAD ASSESSMENT DISTRICT #3, OR
RURAL ROAD ASSESSMENT DISTRICT #4, OR
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3
SAINT TAMMANY FIRE DISTRICT 4, LA
SALEM AREA MASS TRANSIT DISTRICT, OR
SALEM MASS TRANSIT DISTRICT
SALEM SUBURBAN R.F.P.D., OR
SALISHAN SANITARY DISTRICT, OR
SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR
SALMON RIVER PARK WATER IMPROVEMENT DISTRICT, OR
SALMONBERRY TRAIL INTERGOVERNMENTAL AGENCY, OR
SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR
SANDY DRAINAGE IMPROVEMENT COMPANY, OR
SANDY R.F.P.D. #72, OR
SANTA CLARA R.F.P.D., OR
SANTA CLARA WATER DISTRICT, OR
SANTIAM WATER CONTROL DISTRICT, OR
SAUVIE ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J, OR
SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY, OR
SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR
SCAPPOOSE R.F.P.D., OR
SCIO R.F.P.D., OR
SCOTTSBURG R.F.P.D., OR
SEAL ROCK R.F.P.D., OR
SEAL ROCK WATER DISTRICT, OR
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA
SHANGRI-LA WATER DISTRICT, OR
SHASTA VIEW IRRIGATION DISTRICT, OR
SHELLEY ROAD CREST ACRES WATER DISTRICT, OR
SHERIDAN FIRE DISTRICT, OR
SHERMAN COUNTY HEALTH DISTRICT, OR
SHERMAN COUNTY S.W.C.D., OR
SHORELINE SANITARY DISTRICT, OR
SILETZ KEYS SANITARY DISTRICT, OR
SILETZ R.F.P.D., OR
SILVER FALLS LIBRARY DISTRICT, OR
SILVER LAKE IRRIGATION DISTRICT, OR
SILVER LAKE R.F.P.D., OR
SILVER SANDS SPECIAL ROAD DISTRICT, OR
SILVERTON R.F.P.D. NO. 2, OR
SISTERS PARKS & RECREATION DISTRICT, OR
SISTERS-CAMP SHERMAN R.F.P.D., OR
SIUSLAW PUBLIC LIBRARY DISTRICT, OR
SIUSLAW S.W.C.D., OR
SIUSLAW VALLEY FIRE AND RESCUE, OR
SIXES R.F.P.D., OR
SKIPANON WATER CONTROL DISTRICT, OR
SKYLINE VIEW DISTRICT IMPROVEMENT COMPANY, OR
SLEEPY HOLLOW WATER DISTRICT, OR
SMITH DITCH DISTRICT IMPROVEMENT COMPANY, OR
SOUTH CLACKAMAS TRANSPORTATION DISTRICT, OR
SOUTH COUNTY HEALTH DISTRICT, OR
SOUTH FORK WATER BOARD, OR
SOUTH GILLIAM COUNTY CEMETERY DISTRICT, OR
SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR
SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR
SOUTH LAFOURCHE LEVEE DISTRICT, LA
SOUTH LANE COUNTY FIRE & RESCUE, OR
SOUTH SANTIAM RIVER WATER CONTROL DISTRICT, OR
SOUTH SHERMAN FIRE DISTRICT, OR
SOUTH SUBURBAN SANITARY DISTRICT, OR
SOUTH WASCO PARK & RECREATION DISTRICT, OR
SOUTHERN COOS HEALTH DISTRICT, OR
SOUTHERN CURRY CEMETERY MAINTENANCE DISTRICT, OR
SOUTHVIEW IMPROVEMENT DISTRICT, OR
SOUTHWEST LINCOLN COUNTY WATER DISTRICT, OR
SOUTHWESTERN POLK COUNTY R.F.P.D., OR
SOUTHWOOD PARK WATER DISTRICT, OR
SPECIAL ROAD DISTRICT #1, OR
SPECIAL ROAD DISTRICT #8, OR
SPRING RIVER SPECIAL ROAD DISTRICT, OR
SPRINGFIELD UTILITY BOARD, OR
ST. PAUL R.F.P.D., OR
STANFIELD CEMETERY DISTRICT #6, OR
STANFIELD IRRIGATION DISTRICT, OR
STARR CREEK ROAD DISTRICT, OR
STARWOOD SANITARY DISTRICT, OR
STAYTON FIRE DISTRICT, OR
SUBLIMITY FIRE DISTRICT, OR
SUBURBAN EAST SALEM WATER DISTRICT, OR
SUBURBAN LIGHTING DISTRICT, OR
SUCCOR CREEK DISTRICT IMPROVEMENT COMPANY, OR
SUMMER LAKE IRRIGATION DISTRICT, OR
SUMMERVILLE CEMETERY MAINTENANCE DISTRICT, OR
SUMNER R.F.P.D., OR
SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR
SUNDOWN SANITATION DISTRICT, OR
SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR
SUNNYSIDE IRRIGATION DISTRICT, OR
SUNRISE WATER AUTHORITY, OR
SUNRIVER SERVICE DISTRICT, OR
SUNSET EMPIRE PARK & RECREATION DISTRICT, OR
SUNSET EMPIRE TRANSPORTATION DISTRICT, OR
SURFLAND ROAD DISTRICT, OR
SUTHERLIN VALLEY RECREATION DISTRICT, OR
SUTHERLIN WATER CONTROL DISTRICT, OR
SWALLEY IRRIGATION DISTRICT, OR
SWEET HOME CEMETERY MAINTENANCE DISTRICT, OR
SWEET HOME FIRE & AMBULANCE DISTRICT, OR
SWISSHOME-DEADWOOD R.F.P.D., OR
TABLE ROCK DISTRICT IMPROVEMENT COMPANY, OR

TALENT IRRIGATION DISTRICT, OR
TANGENT R.F.P.D., OR
TENMILE R.F.P.D., OR
TERREBONNE DOMESTIC WATER DISTRICT, OR
THE DALLES IRRIGATION DISTRICT, OR
THOMAS CREEK-WESTSIDE R.F.P.D., OR
THREE RIVERS RANCH ROAD DISTRICT, OR
THREE SISTERS IRRIGATION DISTRICT, OR
TIGARD TUALATIN AQUATIC DISTRICT, OR
TIGARD WATER DISTRICT, OR
TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT, OR
TILLAMOOK COUNTY EMERGENCY COMMUNICATIONS DISTRICT, OR
TILLAMOOK COUNTY S.W.C.D., OR
TILLAMOOK COUNTY TRANSPORTATION DISTRICT, OR
TILLAMOOK FIRE DISTRICT, OR
TILLAMOOK P.U.D., OR
TILLER R.F.P.D., OR
TOBIN DITCH DISTRICT IMPROVEMENT COMPANY, OR
TOLEDO R.F.P.D., OR
TONE WATER DISTRICT, OR
TOOLEY WATER DISTRICT, OR
TRASK DRAINAGE DISTRICT, OR
TRI CITY R.F.P.D. #4, OR
TRI-CITY WATER & SANITARY AUTHORITY, OR
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
TRIMET, OR
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN HILLS PARK & RECREATION DISTRICT, OR
TUALATIN S.W.C.D., OR
TUALATIN VALLEY FIRE & RESCUE
TUALATIN VALLEY FIRE & RESCUE, OR
TUALATIN VALLEY IRRIGATION DISTRICT, OR
TUALATIN VALLEY WATER DISTRICT
TUALATIN VALLEY WATER DISTRICT, OR
TUMALO IRRIGATION DISTRICT, OR
TURNER FIRE DISTRICT, OR
TWIN ROCKS SANITARY DISTRICT, OR
TWO RIVERS NORTH SPECIAL ROAD DISTRICT, OR
TWO RIVERS S.W.C.D., OR
TWO RIVERS SPECIAL ROAD DISTRICT, OR
TYGH VALLEY R.F.P.D., OR
TYGH VALLEY WATER DISTRICT, OR
UMATILLA COUNTY FIRE DISTRICT #1, OR
UMATILLA COUNTY S.W.C.D., OR
UMATILLA COUNTY SPECIAL LIBRARY DISTRICT, OR
UMATILLA HOSPITAL DISTRICT, OR
UMATILLA R.F.P.D. #7-405, OR
UMATILLA-MORROW RADIO AND DATA DISTRICT, OR
UMPQUA S.W.C.D., OR
UNION CEMETERY MAINTENANCE DISTRICT, OR
UNION COUNTY SOLID WASTE DISPOSAL DISTRICT, OR
UNION COUNTY VECTOR CONTROL DISTRICT, OR
UNION GAP SANITARY DISTRICT, OR
UNION GAP WATER DISTRICT, OR
UNION HEALTH DISTRICT, OR
UNION R.F.P.D., OR
UNION S.W.C.D., OR
UNITY COMMUNITY PARK & RECREATION DISTRICT, OR
UPPER CLEVELAND RAPIDS ROAD DISTRICT, OR
UPPER MCKENZIE R.F.P.D., OR
UPPER WILLAMETTE S.W.C.D., OR
VALE OREGON IRRIGATION DISTRICT, OR
VALE RURAL FIRE PROTECTION DISTRICT, OR
VALLEY ACRES SPECIAL ROAD DISTRICT, OR
VALLEY VIEW CEMETERY MAINTENANCE DISTRICT, OR
VALLEY VIEW WATER DISTRICT, OR
VANDEVERT ACRES SPECIAL ROAD DISTRICT, OR
VERNONIA R.F.P.D., OR
VINEYARD MOUNTAIN PARK & RECREATION DISTRICT, OR
VINEYARD MOUNTAIN SPECIAL ROAD DISTRICT, OR
WALLA WALLA RIVER IRRIGATION DISTRICT, OR
WALLOWA COUNTY HEALTH CARE DISTRICT, OR
WALLOWA LAKE COUNTY SERVICE DISTRICT, OR
WALLOWA LAKE IRRIGATION DISTRICT, OR
WALLOWA LAKE R.F.P.D., OR
WALLOWA S.W.C.D., OR
WALLOWA VALLEY IMPROVEMENT DISTRICT #1, OR
WAMIC R.F.P.D., OR
WAMIC WATER & SANITARY AUTHORITY, OR
WARMSPRINGS IRRIGATION DISTRICT, OR
WASCO COUNTY S.W.C.D., OR
WATER ENVIRONMENT SERVICES, OR
WATER WONDERLAND IMPROVEMENT DISTRICT, OR
WATERBURY & ALLEN DITCH IMPROVEMENT DISTRICT, OR
WATSECO-BARVIEW WATER DISTRICT, OR
WAUNA WATER DISTRICT, OR
WEDDERBURN SANITARY DISTRICT, OR
WEST EAGLE VALLEY WATER CONTROL DISTRICT, OR
WEST EXTENSION IRRIGATION DISTRICT, OR
WEST LABISH DRAINAGE & WATER CONTROL IMPROVEMENT DISTRICT, OR
WEST MULTNOMAH S.W.C.D., OR
WEST SIDE R.F.P.D., OR
WEST SLOPE WATER DISTRICT, OR
WEST UMATILLA MOSQUITO CONTROL DISTRICT, OR
WEST VALLEY FIRE DISTRICT, OR
WESTERN HEIGHTS SPECIAL ROAD DISTRICT, OR
WESTERN LANE AMBULANCE DISTRICT, OR
WESTLAND IRRIGATION DISTRICT, OR
WESTON ATHENA MEMORIAL HALL PARK & RECREATION DISTRICT, OR
WESTON CEMETERY DISTRICT #2, OR
WESTPORT FIRE AND RESCUE, OR
WESTRIDGE WATER SUPPLY CORPORATION, OR
WESTWOOD HILLS ROAD DISTRICT, OR
WESTWOOD VILLAGE ROAD DISTRICT, OR
WHEELER S.W.C.D., OR
WHITE RIVER HEALTH DISTRICT, OR
WIARD MEMORIAL PARK DISTRICT, OR
WICKIUP WATER DISTRICT, OR
WILLAKENZIE R.F.P.D., OR
WILLAMALANE PARK & RECREATION DISTRICT, OR
WILLAMALANE PARK AND RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY
WILLAMETTE RIVER WATER COALITION, OR
WILLIAMS R.F.P.D., OR
WILLOW CREEK PARK DISTRICT, OR
WILLOW DALE WATER DISTRICT, OR
WILSON RIVER WATER DISTRICT, OR
WINCHESTER BAY R.F.P.D., OR
WINCHESTER BAY SANITARY DISTRICT, OR
WINCHUCK R.F.P.D., OR
WINSTON-DILLARD R.F.P.D., OR
WINSTON-DILLARD WATER DISTRICT, OR
WOLF CREEK R.F.P.D., OR
WOOD RIVER DISTRICT IMPROVEMENT COMPANY, OR
WOODBURN R.F.P.D. NO. 6, OR
WOODLAND PARK SPECIAL ROAD DISTRICT, OR
WOODS ROAD DISTRICT, OR
WRIGHT CREEK ROAD WATER IMPROVEMENT DISTRICT, OR
WY'EAST FIRE DISTRICT, OR
YACHATS R.F.P.D., OR
YAMHILL COUNTY TRANSIT AREA, OR
YAMHILL FIRE PROTECTION DISTRICT, OR
YAMHILL SWCD, OR
YONCALLA PARK & RECREATION DISTRICT, OR

YOUNGS RIVER-LEWIS & CLARK WATER DISTRICT, OR
ZUMWALT R.F.P.D., OR

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOGALUSA HIGH SCHOOL, LA
BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DOUGLAS EDUCATIONAL DISTRICT SERVICE
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM BARLOW JOINT SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
JUNCTION CITY SCHOOLS, OR
KLAMATH COUNTY SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
SALEM-KEIZER PUBLIC SCHOOLS 24J
MARION COUNTY SCHOOL DISTRICT 103
MARIST HIGH SCHOOL, OR
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MORROW COUNTY SCHOOL DIST, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY
MYRTLE PINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56
NEWBERG PUBLIC SCHOOLS
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH DOUGLAS SCHOOL DISTRICT
NORTH WASCO CITY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NOA
PLEASANT HILL SCHOOL DISTRICT
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SAINT TAMMANY PARISH SCHOOL BOARD, LA
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD PUBLIC SCHOOLS
SUTHERLIN SCHOOL DISTRICT
SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT
ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES), UT
ALIANZA ACADEMY, UT
ALPINE DISTRICT, UT
AMERICAN LEADERSHIP ACADEMY, UT
AMERICAN PREPARATORY ACADEMY, UT
BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES, UT
BEAR RIVER CHARTER SCHOOL, UT
BEAVER SCHOOL DISTRICT, UT
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA) , UT
BOX ELDER SCHOOL DISTRICT, UT
CBA CENTER, UT
CACHE SCHOOL DISTRICT, UT
CANYON RIM ACADEMY, UT
CANYONS DISTRICT, UT
CARBON SCHOOL DISTRICT, UT
CHANNING HALL, UT
CHARTER SCHOOL LEWIS ACADEMY, UT
CITY ACADEMY, UT
DAGGETT SCHOOL DISTRICT, UT
DAVINCI ACADEMY, UT
DAVIS DISTRICT, UT
DUAL IMMERSION ACADEMY, UT
DUCHESNE SCHOOL DISTRICT, UT
EARLY LIGHT ACADEMY AT DAYBREAK, UT
EAST HOLLYWOOD HIGH, UT
EDITH BOWEN LABORATORY SCHOOL, UT
EMERSON ALCOTT ACADEMY, UT
EMERY SCHOOL DISTRICT, UT

ENTHEOS ACADEMY, UT
EXCELSIOR ACADEMY, UT
FAST FORWARD HIGH, UT
FREEDOM ACADEMY, UT
GARFIELD SCHOOL DISTRICT, UT
GATEWAY PREPARATORY ACADEMY, UT
GEORGE WASHINGTON ACADEMY, UT
GOOD FOUNDATION ACADEMY, UT
GRAND SCHOOL DISTRICT, UT
GRANITE DISTRICT, UT
GUADALUPE SCHOOL, UT
HAWTHORN ACADEMY, UT
INTECH COLLEGIATE HIGH SCHOOL, UT
IRON SCHOOL DISTRICT, UT
ITINERIS EARLY COLLEGE HIGH, UT
JOHN HANCOCK CHARTER SCHOOL, UT
JORDAN DISTRICT, UT
JUAB SCHOOL DISTRICT, UT
KANE SCHOOL DISTRICT, UT
KARL G MAESER PREPARATORY ACADEMY, UT
LAKEVIEW ACADEMY, UT
LEGACY PREPARATORY ACADEMY, UT
LIBERTY ACADEMY, UT
LINCOLN ACADEMY, UT
LOGAN SCHOOL DISTRICT, UT
MARIA MONTESSORI ACADEMY, UT
MERIT COLLEGE PREPARATORY ACADEMY, UT
MILLARD SCHOOL DISTRICT, UT
MOAB CHARTER SCHOOL, UT
MONTICELLO ACADEMY, UT
MORGAN SCHOOL DISTRICT, UT
MOUNTAINVILLE ACADEMY, UT
MURRAY SCHOOL DISTRICT, UT
NAVIGATOR POINTE ACADEMY, UT
NEBO SCHOOL DISTRICT, UT
NO UT ACAD FOR MATH ENGINEERING & SCIENCE (NUAMES), UT
NOAH WEBSTER ACADEMY, UT
NORTH DAVIS PREPARATORY ACADEMY, UT
NORTH SANPETE SCHOOL DISTRICT, UT
NORTH STAR ACADEMY, UT
NORTH SUMMIT SCHOOL DISTRICT, UT
ODYSSEY CHARTER SCHOOL, UT
OGDEN PREPARATORY ACADEMY, UT
OGDEN SCHOOL DISTRICT, UT
OPEN CLASSROOM, UT
OPEN HIGH SCHOOL OF UTAH, UT
OQUIRRH MOUNTAIN CHARTER SCHOOL, UT
PARADIGM HIGH SCHOOL, UT
PARK CITY SCHOOL DISTRICT, UT
PINNACLE CANYON ACADEMY, UT
PIUTE SCHOOL DISTRICT, UT
PROVIDENCE HALL, UT
PROVO SCHOOL DISTRICT, UT
QUAIL RUN PRIMARY SCHOOL, UT
QUEST ACADEMY, UT
RANCHES ACADEMY, UT
REAGAN ACADEMY, UT
RENAISSANCE ACADEMY, UT
RICH SCHOOL DISTRICT, UT
ROCKWELL CHARTER HIGH SCHOOL, UT
SALT LAKE ARTS ACADEMY, UT
SALT LAKE CENTER FOR SCIENCE EDUCATION, UT
SALT LAKE SCHOOL DISTRICT, UT
SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT
SAN JUAN SCHOOL DISTRICT, UT
SEVIER SCHOOL DISTRICT, UT
SOLDIER HOLLOW CHARTER SCHOOL, UT
SOUTH SANPETE SCHOOL DISTRICT, UT
SOUTH SUMMIT SCHOOL DISTRICT, UT
SPECTRUM ACADEMY, UT
SUCCESS ACADEMY, UT
SUCCESS SCHOOL, UT
SUMMIT ACADEMY, UT
SUMMIT ACADEMY HIGH SCHOOL, UT
SYRACUSE ARTS ACADEMY, UT
THOMAS EDISON - NORTH, UT
TIMPANOGOS ACADEMY, UT
TINTIC SCHOOL DISTRICT, UT
TOOELE SCHOOL DISTRICT, UT
TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS, UT
UINTAH RIVER HIGH, UT
UINTAH SCHOOL DISTRICT, UT
UTAH CONNECTIONS ACADEMY, UT
UTAH COUNTY ACADEMY OF SCIENCE, UT
UTAH ELECTRONIC HIGH SCHOOL, UT
UTAH SCHOOLS FOR DEAF & BLIND, UT
UTAH STATE OFFICE OF EDUCATION, UT
UTAH VIRTUAL ACADEMY, UT
VENTURE ACADEMY, UT
VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND TECHNOLOGY, UT
WALDEN SCHOOL OF LIBERAL ARTS, UT
WASATCH PEAK ACADEMY, UT
WASATCH SCHOOL DISTRICT, UT
WASHINGTON SCHOOL DISTRICT, UT
WAYNE SCHOOL DISTRICT, UT
WEBER SCHOOL DISTRICT, UT
WEILENMANN SCHOOL OF DISCOVERY, UT

HIGHER EDUCATION

ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE
CENTENARY COLLEGE OF LOUISIANA
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE
CONCORDIA UNIVERSITY
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
LOUISIANA COLLEGE, LA
LOUISIANA STATE UNIVERSITY
LOUISIANA STATE UNIVERSITY HEALTH SERVICES
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON INSTITUTE OF TECHNOLOGY
OREGON STATE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII

ROGUE COMMUNITY COLLEGE
SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT
WEBER STATE UNIVERSITY, UT
SOUTHERN UTAH UNIVERSITY, UT
SNOW COLLEGE, UT
DIXIE STATE COLLEGE, UT
COLLEGE OF EASTERN UTAH, UT
UTAH VALLEY UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES
ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT ATTORNEY
STATE OF UTAH

Sample Cintas Facilities Solutions Cooperative Acceptance Agreement

CINTAS

Facilities Solutions Cooperative Acceptance Agreement

Date _____
Location No._____
Contract No._____
Customer No._____

CC # Agreement #
GPO CC # GPO Agreement

Customer/Participating Agency_____Phone_____

Address_____City_____State_____Zip_____

UNIFORM PRODUCT RENTAL PRICING:

Item #	Description	Unit Price

This Agreement is effective as of the date of execution for a term of 60 mon from the date of installation or renewal.

- Standard Name Emblem $_____ea • Standa Agency E blem $_____ea
- Custom Agency Emblem $_____ea • Embroid ry $_____ea
- Uniform Advantage: Item_____ $_____Ea. per week
- Premium Uniform Advantage Item_____ $_____Ea. per week
- Emblem Advantage: Item_____ $_____Ea. per week
- Prep Advantage: Ite _____ $_____Ea. per week
- Minimum Charge $35.00_____per delivery or 50% c initial invoice (the greater of the two).
- Make-Up charge $_____per garment.
- Non-Standard/Special Cut Garment (i.e., non-s ndard, -stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium $_____p garm t.
- Seasonal Sleeve Change $_____per garment.
- Under no circumstances will the C mpany accept t tiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.
- Artwork Charge for Logo Mat $_____
- Payment Terms Net
- Size Change: Customer agrees to have employ s measured by a Cintas representative using garment "size samples" or Cintas TruFit. A charge of $_____per garment will be assessed for employee's size changed within 4 weeks of installation.
- Other_____

FACILITY SERVICES PRODUCTS PRICING:

Item #	Description	Rental Freq.	Inventory	Unit Price

- Automatic Lost Replacement Charge: Item_____% of Inventory_____$_____Ea.
- Automatic Lost Replacement Charge: Item_____% of Inventory_____$_____Ea.

__/__ ☐ ____Initial and check box if Unilease. All Garments will be cleaned by customer
Date

__/__ ☐ ____Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control
Date customer.

__/__ ☐ ____Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments
Date direct embroidery for any reason, or terminates this Agreement for any reason or fails to renew this Agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values. (See term #4 below).

Cintas Representative Initial_____ Customer Initial _____

SAMPLE

Omnia Participating Public Agencies Terms

1. Participating Public Agencies: Supplier agrees to extend the same terms, covenants agreed to under the OMNIA Vendor Agreement executed between Cintas Corporation and University of Nebraska (the "Master Agreement") to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each participating Public Agency will be exclusively responsible and deal directly with Supplier on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement.
2. **Dispute Resolution – Arbitration and Class Waiver**. This provision shall take precedence over and supersede any contrary or conflicting provision in the Master Agreement.
    a. **Arbitration Notice**. Customer agrees to the maximum extent permitted by law that any dispute, controversy, or claim arising out of or relating to this Agreement (including its enforcement, performance, breach, arbitrability, or interpretation) or to the products or services provided hereunder will be submitted to and resolved by final and binding individual arbitration. ARBITRATION MEANS THAT AN ARBITRATOR, AND NOT A JUDGE OR A JURY, WILL DECIDE THE DISPUTE, CONTROVERSY, OR CLAIM. BY ACCEPTING THESE TERMS, YOU AND CINTAS ARE EACH EXPRESSLY WAIVING THE RIGHT TO A TRIAL BY JURY AND TO PURSUE OR PARTICIPATE IN ANY CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE CLAIMS OR PROCEEDINGS EITHER IN ARBITRATION OR IN ANY COURT. To the extent a class or collective action or representative claim or proceeding may not be waived, you agree to stay any such actions, claims, and proceedings until after all actions, claims, and proceedings subject to arbitration are fully resolved.
    b. **Arbitration Procedures**. Any arbitration between Customer and Cintas will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting Cintas. Any arbitration hearings will take place in the state in which Customer is located; provided, however, that if the claim is for $10,000 or less, Customer may choose for the arbitration instead to be conducted: (i) solely on the basis of documents submitted to the arbitrator; or (ii) through a telephonic hearing. The arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.
    c. **Fees**. Arbitration fees will be assessed consistent with the AAA Rules.
    d. **No Class Actions in Arbitration or in Any Court, No Jury Trial**. CUSTOMER AND CINTAS AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITIES AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, WHETHER IN ARBITRATION OR IN ANY COURT. FURTHER, UNLESS BOTH CUSTOMER AND CINTAS AGREE OTHERWISE, AN ARBITRATOR OR JUDGE MAY NOT CONSOLIDATE MORE THAN ONE PARTICIPATING PUBLIC AGENCY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.
    FOR THE AVOIDANCE OF DOUBT, CUSTOMER AND CINTAS AGREE TO RESOLVE ANY DISPUTE ON AN INDIVIDUAL, NON-REPRESENTATIVE, NON-CLASS BASIS IN ARBITRATION. BUT IF FOR ANY REASON SUCH DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO HAVE THE DISPUTE PROCEED AS A CLASS ACTION OR IN ANY REPRESENTATIVE CAPACITY WHATSOEVER. IF THE DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY.
    e. **Enforceability.** If the requirement to submit any and all disputes, controversies, and claims to binding arbitration is found to be unenforceable or contrary to applicable law, the dispute, controversy or claim will be resolved in accordance with, and governed by, the laws of the State in which the Participating Public Agency exists.
    f. **Severability**. If any section or provision of this ¶ 2, Dispute Resolution – Arbitration and Class Waiver, is found to be unenforceable or invalid, the parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions of the parties, and the remainder will be given full force and effect.
3. **Dispute Resolution – Timing of invoice challenges:** Requests for an invoice adjustment or challenges to invoice amounts must be received by Cintas within 60 days of Customer's receipt of the contested invoice, or any billing dispute is waived. Notification to Cintas of a request for an invoice adjustment must be made in writing and must include the invoice number, disputed amount, and the reason for the disputed charge.
4. Master Agreement available at https://www.omniapartners.com/publicsector.
5. In the event of any conflict between this Facilities Solutions Cooperative Acceptance Agreement (this "Agreement") and the Master Agreement, the Master Agreement shall prevail, except to the extent this Agreement specifically provides that it is superseding a provision in the Master Agreement.

Supplier General Service Terms Section

6. **Prices** Customer agrees to rent from Company, and Company agrees to provide to Customer, the Merchandise, inventory and services on the Master Agreement and / or outlined above. There will be a minimum charge of thirty-five dollars ($35.00) or 50% of initial invoice (whichever is greater) per week for each Customer location required to purchase its rental services from Company as set forth in this Agreement.

Cintas Representative Initial_____ Customer Initial _____

7. **Buyback of Non-Standard Garments (if applicable)** Customer has ordered from Company a garment rental service requiring embroidered garments that may not be standard to Company's normal rental product line. Those non-standard products will be designated as such under-Garment Description in Exhibit Buyback of Non-Standard Garments (if applicable). In the event Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement for any reason other than documented quality of service reasons which are not cured, Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.
8. **Garments' Lack of Flame Retardant or Acid Resistant Features** Unless specified otherwise in writing by the Company, the garments supplied under this Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Company upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Agreement require flame retardant or acid resistant clothing.
9. **Logo Mats** In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this Agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that the Company has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.
10. **Adding Employees** Additional employees and Merchandise may be added to this Agreement at any time upon written or oral request by the Customer to the Company. Any such additional employees or Merchandise shall automatically become a part of and subject to the terms of this Agreement. If such employees are employed at a Customer location that is then participating under this Agreement, the Customer shall pay Company the one-time preparation fee indicated on the Master Agreement and / or outlined above. Customer shall not pay Company any one-time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.
11. **Emblem Guarantee** Customer has requested that Company supply emblems desi ..ed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"). Company will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.
12. In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Agreement for any reason or fails to renew this Agreement, the Customer will purchase at the tim of deletion, design change, termination or expiration, all remaining Customer Emblems that the Company allocated to Customer at the price indicated on the Master Agreement and / or outlined above of this Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer :m lem or (b) a quantity agreed to by Company and Customer and noted on the Master Agreement and / or outlined above.
13. **Terminating Employees** Subject to the provisions of t .is Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of .osence of three (3) weeks r more, shall be terminated upon oral or written notice by the Customer to the Company but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Company.
14. **Replacement** In the event any Merchandise is lost, stolen or is not returned to Company, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Custor er agrees to pay for said Merchandise at the then current Loss/Damage Replacement Values.
15. **Indemnification** To the fullest extent permitted by law, Company agrees to defend, indemnify, pay on behalf of and save harmless the Participating Public Agency, its elected and appointed officials, agents, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including reasonable attorneys' fees and all other costs connected therewith, arising out of or connected to the services provided by Company under this Contract, but only to the extent of Company's negligence.
16. **Additional Customer Locations**. Notwithstanding anything to the contrary contained herein, there will be a minimum term equal to the greater of thirty-six (36) months or the remainde of the term for any individual Customer location added after the date of this Agreement.
17. **Additional Items:** Additional customer employees, products and services may be added to this Agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this Agreement is terminated early for convenience, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this Agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or terminated by Company for non-payment by Customer at any time Customer will pay to Company, as termination charges and not as a penalty based upon the following schedule:
    - If this Agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as termination charges equal to 52 weeks of rental service.
    - If this Agreement is cancelled for convenience in months thirteen (13) through twenty-four (24) of the term, Customer shall pay as termination charges equal to thirty-nine (39) weeks of rental service.
    - If this Agreement is cancelled for convenience in months twenty-five (25) through thirty-six (36) of the term, Customer shall pay as termination charges equal to twenty-six (26) weeks of rental service.
    - If this Agreement is cancelled for convenience after forty-eight (48) months of service, Customer shall pay as termination charges of thirteen (13) weeks of rental service.
    - Customer shall also be responsible to return all of the Merchandise allocated to such Customer locations terminating this Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.
18. **Federal Funds.** In no event will Cintas act as a subcontractor under a U.S. federal prime contractor or a subrecipient under a U.S. federal grant or cooperative agreement.
19. **Customer Funding Source**. Customer must select the appropriate response below:
    Is Customer a United States federal government agency or instrumentality, or will Customer pay for the goods and services ordered

Cintas Representative Initial_____ Customer Initial _____

under this Agreement with any United States government funds?

___No

___Yes (If Yes, Customer must provide any applicable U.S. government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this agreement).

20. **Additional Terms.** Customer must select the appropriate response below:

Does Customer require any additional terms and conditions to be incorporated into this Agreement, or is Customer accepting the Agreement without additional terms?

___ No additional terms needed

___ Additional terms required (If so, Customer must provide any applicable additional terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this agreement).

21. I authorize Cintas to verify my credit on Credit net and/or by contacting the parties provided. I am authorized to sign on behalf of this company. In addition, I authorize Cintas to open a new account on behalf of the company and deliver the products or services listed above at the agreed upon pricing and delivery terms.

Cintas Loc. No: _____ Please Sign Name _____

By: _____ Please Print Name _____

Title: _____ Please Print Title _____

Accepted-GM: _____ Email _____

Cintas Matrix Account ☐ Yes ☐ No

Customer Contact _____

Cintas MAM Partner Name _____

Customer Contact Email _____

SAMPLE

Cintas Representative Initial_____ Customer Initial _____

CINTAS
READY FOR THE WORKDAY

Accounts Payable Contact/ Billing Information

How should the Business Name read on the invoice?

Do you have other sites/locations within your agency that are set up for billing with Cintas? **YES** **NO** **UNSURE**

Are you Tax Exempt? **YES** **NO** **If Yes**, where can I get a copy of your tax-exempt form?

PAYER INFORMATION: This section covers the address where the person who pays the bills is and their contact information.

Account Payable Contact Name:

Account Payable Contact Phone #:

Account Payable Email:

Payer Street Address:

City: ST/PROV: ZIP/PC:

We will use the Payer address above as the address that is used for credit reference/credit check if it is different from service address.

BILL-TO INFORMATION: This section covers **where the bill will be mailed/sent to.**

Same as Payer OR **Same as Sold-To**

Bill-To Street Address:

City: ST/PROV: ZIP/PC:

WE CAN CUSTOMIZE HOW YOU RECEIVE YOUR BILL FOR PAYMENT PROCESSING

Invoice Delivery (choose one): **Leave at Site and Email** **Email Only** **Physically Mail** **Leave at site after service**

Do invoices require a purchase order? **YES** **NO** **If yes**, please provide PO#

Will the same PO need to appear on each invoice? **YES** **NO** Is there an expiration date?

NET TERMS: Net 30 Standard

SAMPLE

Cintas Representative Initial_____ Customer Initial _____

PAYMENT OPTIONS

Check

ACH/EFT - We will have our ACH/EFT team contact the AP contact above with ACH/EFT payment details

Credit Card - We will have our Payment Center contact the AP Contact above for credit card details

Unless noted below, your AP contact above will be automatically registered to manage your Cintas account online with myCintas Billing. myCintas allows you to conveniently access your account anytime using your computer, tablet, or mobile device!

Do not send information about Online Bill Pay (US Only)

SAMPLE

Cintas Representative Initial_____ **Customer Initial** _____

Sample Cintas Fire Protection Acceptance Agreement

CINTAS
READY FOR THE WORKDAY

OMNIA
PARTNERS

FIRE PROTECTION ACCEPTANCE AGREEMENT

Location No._____
Contract No._____
Customer No._____

Date_____

Participating OMNIA Member:._____ Phone_____

Address_____ _ City_____ State_____ Zip_____

FIRE PROTECTION PRICING:

Item #	Description	Unit Price

- This Fire Protection Acceptance Agreement (this "Agreement") is effective as of this d e from_to_____, with a minimum term of 12 months. The length of this Agreement will commence with the actual start of services, regardle of the start date of the OMNIA Vendor Agreement executed between Cintas Corporation and University of Nebraska Master Agreem nt (the "**M ster Agreement**"). In the event of any conflict between this Agreement and the Master Agreement, the Master Agreement shal p ail, excep to the extent this Agreement specifically provides that it is superseding a provision in the Master Agreement. Any negotiations of p te s or discounts must be approved by OMNIA for the Master Agreement. Any such changes shall take effect on the anniversa ate of Master Agreement.
- This Agreement covers the following locations:

Location Name	Address	City	Stat	Zip	Phone	Contact Name

- This Agreement covers the following inspectio tes g mainten ce services and new equipment (check all that apply):

Item	Yes or N	Frequency
Portable Fire Extinguishers		
Exit and Emergency Lighting		
Fire Sprinkler Systems		
Fire Alarm Systems		
Kitchen Suppression Systems		
Backflow Prevention Devices		
Special Hazard Systems		
Fire Training		

- I authorize Cintas to verify my credit on Credit net and/or by contacting the parties provided. I am authorized to sign on behalf of this company. In addition, I authorize Cintas to open a new account on behalf of the company and deliver the products or services listed above at the agreed upon pricing and delivery terms.

CUSTOMER:

Cintas Loc. No: _____ Please Sign Name_____

By: _____ Please Print Name _____

Title: _____ Please Print Title_____

Accepted-GM: _____ Email_____

Cintas Representative_____ Customer_____

PLEASE READ THESE TERMS CAREFULLY. BY SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY, THESE TERMS.

Omnia Participating Public Agencies Terms

1. **Participating Public Agencies**: Supplier agrees to extend the same terms, covenants agreed to under the Master Agreement to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each participating Public Agency will be exclusively responsible and deal directly with Supplier on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement.
2. **Dispute Resolution – Arbitration and Class Waiver**. This provision shall take precedence over and supersede any contrary or conflicting provision in the Master Agreement.
    a. **Arbitration Notice**. Customer agrees to the maximum extent permitted by law that any dispute, controversy, or claim arising out of or relating to this Agreement (including its enforcement, performance, breach, arbitrability, or interpretation) or to the products or services provided hereunder will be submitted to and resolved by final and binding individual arbitration. ARBITRATION MEANS THAT AN ARBITRATOR, AND NOT A JUD E OR A JURY, WILL DECIDE THE DISPUTE, CONTROVERSY, OR CLAIM. BY ACCEPTING THESE TERMS, YOU AND CINTAS ARE EACH EXPRESSLY WAIVING THE RIGHT TO A TRIAL BY JURY AND TO PURSUE OR PARTICIPATE IN ANY CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE CLAIMS OR PROCEEDINGS EITHER IN ARBITRATION OR IN ANY COURT. To the extent a class or collective action or representative claim or proceedi g may not be waived, you agree to stay any such actions, claims, and proceedings until after all actions, clai s, and proceedings subject to arbitration are fully resolved.
    b. **Arbitration Procedures**. Any arbitration between Customer and Cintas will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules and filing forms are available onli at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting Cintas. Any arbitration hearings will take place in the state in which the Customer is located; provided, however, that if the claim is for $10,000 or less, Customer may choose for the arbitration instead to conducted: (i) solely on the basis of documents submitted to the arbitrator; or (ii) through a telephonic hearing. The arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.
    c. **Fees**. If Customer commences arbitration in accordance with this Agreement, arbitration fees will be assessed consistent with the AAA Rules.
    d. **No Class Actions in Arbit ation or in Any Court, No Jury Trial**. CUSTOMER AND CINTAS AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL C P/ CITIES AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, WHETHER IN ARBITRATION OR IN ANY COURT. FURTHER, UNLESS BOTH CUSTOMER AND CINTAS AGREE OTHERWISE, AN ARBITRATOR OR JUDGE MAY NOT CONSOLIDATE MORE THAN ONE PARTICIPATING PUBLIC AGENCY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.
    FOR THE AVOIDANCE OF DOUBT, CUSTOMER AND CINTAS AGREE TO RESOLVE ANY DISPUTE ON AN INDIVIDUAL, NON-REPRESENTATIVE, NON-CLASS BASIS IN ARBITRATION, BUT IF FOR ANY REASON SUCH DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO HAVE THE DISPUTE PROCEED AS A CLASS ACTION OR IN ANY REPRESENTATIVE CAPACITY WHATSOEVER. IF THE DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY.
    e. **Enforceability.** If the requirement to submit any and all disputes, controversies, and claims to binding arbitration is found to be unenforceable or contrary to applicable law, the dispute, controversy or claim will be resolved in accordance with, and governed by, the laws of the State in which the Participating Public Agency exists.
    f. **Severability**. If any section or provision of this ¶ 2, Dispute Resolution – Arbitration and Class Waiver, is found to be unenforceable or invalid, the parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions of the parties, and the remainder will be given full force and effect.
3. **Dispute Resolution – Timing of invoice challenges:** Requests for an invoice adjustment or challenges to invoice amounts must be received by Cintas within 60 days of Customer's receipt of the contested invoice, or any billing dispute is waived. Notification to Cintas of a request for an invoice adjustment must be made in writing and must include the invoice number, disputed amount, and the reason for the disputed charge.
4. Master Agreement available at https://www.omniapartners.com/publicsector.

Supplier General Service Terms Section

Cintas Representative_____ Customer_____

1. **Customer Obligations:** Customer shall make its premises and facilities available to Company for the performance by Company of the Services. If Customer cancels a scheduled service appointment without providing prior notice or if Company is prevented from performing any Services upon arrival by Customer or conditions at the location, then Company may charge a cancellation fee or trip charge.
2. **Equipment Exchange**: Customer hereby agrees that in servicing Customer's portable fire extinguishers, Company may exchange Customer's portable fire extinguishers for Company's portable fire extinguishers of similar kind and quality. Customer further acknowledges and agrees that upon completion of such exchange that all right, title and interest in the Customer's portable fire extinguishers so exchanged will belong to Company and all right, title and interest in Company's portable fire extinguishers so exchanged will belong to Customer.
3. **Federal Funds.** In no event will Cintas act as a subcontractor under a U.S. federal prime contractor or a subrecipient under a U.S. federal grant or cooperative agreement.
4. **Customer Funding Source.** Customer must select the appropriate response below:
   Is Customer a United States federal government agency or instrumentality, or will Customer pay for the goods and services ordered under this Agreement with any United States government funds?
   ___No
   ___Yes (If Yes, Customer must provide any applicable U.S. government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this agreement).
5. **Additional Terms.** Customer must select the appropriate response below:
   Does Customer require any additional terms and conditions to be incorporated into this Agreement, or is Customer accepting the Agreement without additional terms?
   ___ No additional terms needed
   ___ Additional terms required (If so, Customer must provide any applicable additional terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this agreement).

SAMPLE

Cintas Representative_____ Customer_____

CINTAS
READY FOR THE WORKDAY

Accounts Payable Contact/ Billing Information

How should the Business Name read on the invoice?

Do you have other sites/locations within your agency that are set up for billing with Cintas? **YES** **NO** **UNSURE**

Are you Tax Exempt? **YES** **NO** **If Yes**, where can I get a copy of your tax-exempt form?

PAYER INFORMATION: This section covers the address where the person who pays the bills is and their contact information.

Account Payable Contact Name:

Account Payable Contact Phone #:

Account Payable Email:

Payer Street Address:

City: ST/P .OV: ZIP/PC:

We will use the Payer address above as the address that is used for cre efere ce/credit h ck if it is different from service address.

BILL-TO INFORMATION: This section covers **where the bill will be mailed/sent to.**

Same as Payer OR **Same as Sold-To**

Bill-To Street Address:

City: T/PROV: ZIP/PC:

WE CAN CUSTOMIZE HOW YOU RE EIVE YOUR BILL FOR PAYMENT PROCESSING

Invoice Delivery (choose one): **ve at Sit and Email** **Email Only** **Physically Mail** **Leave at site after service**

Do invoices require a purchase order? **YES** **NO** **If yes**, please provide PO#

Will the same PO need to appear on each invoice? **YES** **NO** Is there an expiration date?

NET TERMS: Net 30 Standard

PAYMENT OPTIONS

Cintas Representative_____ Customer_____

SAMPLE

Check

ACH/EFT - We will have our ACH/EFT team contact the AP contact above with ACH/EFT payment details

Credit Card - We will have our Payment Center contact the AP Contact above for credit card details

Unless noted below, your AP contact above will be automatically registered to manage your Cintas account online with myCintas Billing. myCintas allows you to conveniently access your account anytime using your computer, tablet, or mobile device!

Do not send information about Online Bill Pay (US Only)

SAMPLE

Cintas Representative_____ Customer_____

DocuSign

Certificate Of Completion

Envelope Id: B74BB212C8C04F089970DD8D5B4527AB
Status: Completed
Subject: Signature request on Contract Cintas Workplace Solutions - University of Nebraska - 02092023
Source Envelope:
Document Pages: 103
Signatures: 4
Certificate Pages: 5
Initials: 4
AutoNav: Enabled
EnvelopeId Stamping: Disabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
University of Nebraska Contracts Service Account
1400 R St.
Lincoln, NE 68588
contracts@nebraska.edu
IP Address: 35.170.89.44

Record Tracking

Status: Original
5/31/2023 2:31:44 PM
Holder: University of Nebraska Contracts Service Account
contracts@nebraska.edu
Location: DocuSign

Signer Events	Signature	Timestamp
Doug Carlson dougcarlson@nebraska.edu AVP & Chief Procurement Officer University of Nebraska Security Level: Email, Account Authentication (Optional)	 Signature Adoption: Drawn on Device Using IP Address: 129.93.161.221	Sent: 5/31/2023 2:46:30 PM Viewed: 5/31/2023 5:13:38 PM Signed: 5/31/2023 5:37:01 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Robyn Pitzer PitzerR@cintas.com Security Level: Email, Account Authentication (Optional)	RP Signature Adoption: Pre-selected Style Using IP Address: 155.190.22.3	Sent: 5/31/2023 5:37:05 PM Viewed: 6/1/2023 6:37:27 AM Signed: 6/1/2023 2:33:26 PM
Electronic Record and Signature Disclosure: Accepted: 6/1/2023 6:37:27 AM ID: eb366584-76a7-4adc-be13-8a3285a3a902		
Joe Cerni cern j@cintas.com VP Higher Education & Public Sector Security Level: Email, Account Authentication (Optional)	 Signature Adoption: Uploaded Signature Image Using IP Address: 155.190.18.58	Sent: 6/1/2023 2:33:31 PM Viewed: 6/1/2023 2:40:06 PM Signed: 6/1/2023 2:42:57 PM
Electronic Record and Signature Disclosure: Accepted: 6/1/2023 2:40:06 PM ID: c549043b-053e-461e-82f1-2ca7cb7d21f7		
Chris Kabourek ckabourek@nebraska.edu Senior VP | CFO University of Nebraska Security Level: Email, Account Authentication (Optional)	Chris Kabourek Signature Adoption: Pre-selected Style Using IP Address: 129.93.161.221	Sent: 6/1/2023 2:43:03 PM Viewed: 6/1/2023 5:00:08 PM Signed: 6/1/2023 5:12:06 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	**Status**	**Timestamp**
Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Ryan Duncan duncanr@cintas.com Major Account Manager Security Level: Email, Account Authentication (Optional) **Electronic Record and Signature Disclosure:** Accepted: 12/9/2021 3:34:02 PM ID: 4e79445d-dc86-45fa-8f51-63721fb91094	COPIED	Sent: 6/1/2023 5:12:11 PM Viewed: 6/1/2023 5:36:23 PM
Sydney Zach sydney.zach@nebraska.edu Senior Sourcing Agent University of Nebraska Security Level: Email, Account Authentication (Optional) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 6/1/2023 5:12:12 PM Viewed: 6/1/2023 5:12:58 PM
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**
Envelope Summary Events	**Status**	**Timestamps**
Envelope Sent	Hashed/Encrypted	5/31/2023 2:46:30 PM
Certified Delivered	Security Checked	6/1/2023 5:00:08 PM
Signing Complete	Security Checked	6/1/2023 5:12:06 PM
Completed	Security Checked	6/1/2023 5:12:12 PM
Payment Events	**Status**	**Timestamps**
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Internet 2 OBO University of Nebraska - Lincoln (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Internet 2 OBO University of Nebraska - Lincoln:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: esignature@nebraska.edu

To advise Internet 2 OBO University of Nebraska - Lincoln of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at esignature@nebraska.edu and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Internet 2 OBO University of Nebraska - Lincoln

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to esignature@nebraska.edu and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Internet 2 OBO University of Nebraska - Lincoln

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to esignature@nebraska.edu and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Internet 2 OBO University of Nebraska - Lincoln as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Internet 2 OBO University of Nebraska - Lincoln during the course of your relationship with Internet 2 OBO University of Nebraska - Lincoln.

INTERNAL USE ONLY
PRO-SERVICE-001299

University of Nebraska Contract Summary

CONTRACTOR/COMPANY INFORMATION			
Supplier	CINTAS	**Contact**	Ryan Duncan
		Email	duncanr@cintas.com

REQUESTING DEPARTMENT	
Participating Campuses	UNMC, UNL, UNO, UNK, UNOP
Administrative Unit/Dept.	P2P
Primary Contact Name	Sydney Zach
Primary Contact Email	sydney.zach@nebraska.edu

CONTRACT DESCRIPTION/INFORMATION					
Contract Summary ***(brief description and/ or event name)***	The entirety of this Uwide contract covers workforce solutions products and services to include, but not limited to: uniforms, cleaning mops and cloths, first aid and safety, and fire protection services, as well as the complete balance of line of parts and pieces. Estimated spend over the life of the contract is $2.5M for the University System. The University of Nebraska is the Omnia Partners Lead Agency for this contract. We will receive group-share rebates from the Omnia "WeShare" program, in addition to revenue as a lead agency.				
Purchase Category	Safety				
Total Amount of Spend	2,500,000.00 USD	**Start Date**	Upon Execution	**End Date**	1/31/2033 11:59 PM

BID INFORMATION	
Bid Number	3702-22-4618
Competitive Review Findings	Formal Bid Awarded
Contract Information	this is an OMNIA cooperative contract

University of Nebraska/OMNIA Partners, Public Sector Contract with Cintas Corporation No. 2 under RFP No. 3702-22-4618, Workplace Solutions

This Master Agreement ("Master Agreement") is by and between the Board of Regents of the University of Nebraska, a public body corporate and governing body of the University of Nebraska ("University"), and Cintas Corporation No. 2 ("Cintas" or "Supplier").

This Master Agreement shall be made available to additional state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (referenced herein as "Participating Public Agencies") through the cooperative purchasing program administered by the National Intergovernmental Purchasing Alliance Company d/b/a OMNIA Partners, Public Sector.

The following documents are incorporated by reference into this Master Agreement:

1. University of Nebraska-Cintas Master Agreement
2. Exhibit A to University of Nebraska-Cintas Master Agreement, Alarm Monitoring Terms and Conditions (Inclusive of Schedules A and B)
3. Cintas Workplace Solutions RFP Pricing Sheet
4. Cintas Response to University of Nebraska RFP No. 3702-22-4618, Workplace Solutions/eBid Invitation
5. University of Nebraska RFP No. No. 3702-22-4618, Workplace Solutions
6. Attachment A to Solicitation (Requirements for National Cooperative Contract to be Administered by OMNIA Partners; inclusive of Exhibits A through H), as modified by Cintas and agreed by OMNIA ("Attachment A")

Order of Precedence: Any ambiguity, conflict, or inconsistency between the documents comprising this Master Agreement shall be resolved according to the following order of precedence:

1. Exhibit A to University of Nebraska-Cintas Master Agreement, Alarm Monitoring Terms and Conditions (not applicable to University of Nebraska, only to other Participating Public Agencies)
2. University of Nebraska-Cintas Master Agreement
3. Attachment A
4. Cintas Workplace Solutions RFP Pricing Sheet
5. Cintas Response to University of Nebraska RFP No. 3702-22-4618, Workplace Solutions/eBid Invitation
6. University of Nebraska RFP No. No. 3702-22-4618, Workplace Solutions

Acceptance Agreements: Sample Acceptance Agreements are attached to this Master Agreement but are not included in the Master Agreement order of precedence as these are exemplars only. The actual Acceptance Agreements signed by Participating Public Agencies may differ, and the precedence of those Acceptance Agreements relative to the Master Agreement is to be determined in accordance with the relevant Acceptance Agreement terms.

[*Signature Page to Follow*]

IN WITNESS WHEREOF, the parties have entered into this Master Agreement as of the date set forth below.

Board of Re[illegible]ersity of Nebraska

Signature: Chris Kabourek

Printed Name: Chris Kabourek

Title: Senior VP | CFO

Date: 06/01/23 | 17:12 CDT

Cintas Corp

Signature: [illegible]

Printed Name: Joe Cerni

Title: VP Higher Education & Public Sector

Date: 06/01/23 | 14:42 CDT

RP

1. University of Nebraska-Cintas Master Agreement

University of Nebraska-Cintas Master Agreement – RFP 3702-22-4618

This University of Nebraska Master Agreement - Expenditure ("Agreement") dated as of the date of the last signature set forth below (the "Effective Date") sets forth the terms of purchase between the Board of Regents of the University of Nebraska a public body corporate and governing body of the University of Nebraska ("University"), which is composed of a chief governing administrative unit (University of Nebraska System), four universities (University of Nebraska at Kearney, University of Nebraska-Lincoln, University of Nebraska Medical Center, and University of Nebraska at Omaha), and such other institutions and units as may be designated by the Nebraska Legislature (each a "Campus" and collectively the "Campuses"), and Cintas Corporation No. 2 ("Supplier"). University and Supplier are collectively referred to as "parties."

WHEREAS, the terms and conditions of this Agreement shall be made available to additional state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (each a "Public Agency) through the cooperative purchasing program administered by the National Intergovernmental Purchasing Alliance Company d/b/a OMNIA Partners, Public Sector ("OMNIA");

WHEREAS, the terms and conditions set forth in this Agreement shall apply to any Public Agency that uses this Agreement through OMNIA's cooperative purchase program (each a "Participating Public Agency"), provided, University shall not be considered a Participating Public Agency;

WHEREAS, each Participating Public Agency shall execute one or more Facilities Solutions Cooperative Acceptance Agreement or Fire Protection Acceptance Agreement (collectively, "Acceptance Agreements"), as applicable, in the then-current format provided by Supplier (sample Acceptance Agreements attached hereto for general reference only);

WHEREAS, such Acceptance Agreements shall continue in force pursuant to their applicable term, notwithstanding the termination or expiration of this Agreement; and

WHEREAS, with respect to each Participating Public Agency subject to the terms and conditions of this Agreement, all references to "University" shall be deemed to refer to each Participating Public Agency except where (1) specifically noted or differentiated herein (including, without limitation, Sections 2, 14 and 46), or (2) where the terms and conditions on their face pertain specifically only to the University of Nebraska (e.g. Nebraska governing law). In the latter case, the intent is to modify such term for each Participating Public Agency as required by law, unless otherwise agreed in the Acceptance Agreement between Supplier and such Participating Public Agency.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement the parties agree as follows:

1. **Description of Deliverables**. Supplier agrees to provide the services, goods, or both identified in any applicable purchase order or Acceptance Agreement (collectively, "Deliverables"). Supplier agrees to perform services under this Agreement to the satisfaction of University during the Term of this Agreement and with the standard of professional care and skill customarily provided in the performance of such service.

2. **Payment**. In full consideration for the Deliverables provided by Supplier under this Agreement, University shall pay or cause to be paid to Supplier a fee, pursuant to the Statement of Work and any subsequent proposal or statement of work incorporated by reference into this Agreement, within forty-five (45) days after Supplier's submission of an accurate invoice to University and all requested supporting documentation. Participating Public Agencies payment terms, consistent with the Acceptance Agreements, are Net 30. Along with its invoice, Supplier shall submit adequate receipts and documentation as requested by University to support reimbursement of all previously agreed upon reimbursable expenses. Supplier is expected to comply with applicable policies and procedures provided in writing to Supplier, including those stated within the University of Nebraska Travel Policy (located at https://nebraska.edu/-

/media/unca/docs/offices-and-policies/policies/policies/university-of-nebraska-travel-policy.pdf).University, in its discretion, may decline to reimburse expenses that are not pre-approved or fail to comply with applicable policies and procedures. Supplier agrees that it is solely responsible for payment of income, social security, and other employment taxes due to the proper taxing authorities, and that University will not deduct such taxes from any payments to Supplier hereunder, unless required by law.

3. **Purchase Order Requirement**.

a. A purchase order shall be issued by University to Supplier for payment in accordance with the terms of this Agreement. All invoices submitted by Supplier shall make reference to the appropriate purchase order number to be eligible for payment.

b. The parties agree that the terms and conditions of this Agreement shall prevail, notwithstanding contrary or additional terms, in any purchase order, sales acknowledgment, confirmation or any other document issued by either party affecting the products and services provided under this Agreement.

4. **Term**. The initial term of this Agreement shall commence on the Effective Date and continue for 5 years thereafter ("Initial Term"). This Agreement may be renewed for an additional 5 year term (the "Renewal Term") by mutual written agreement of the parties. Collectively the Initial Term and Renewal Term(s) shall be referred to as the "Term."

5. **Confidentiality.** "Confidential Information" shall mean any materials, written information, and data marked "Confidential" by University or non-written information and data disclosed by University that is identified at the time of disclosure to Supplier as confidential or is reasonably understood by Supplier to be confidential. Supplier agrees to protect and maintain Confidential Information in strict confidence for a period of three (3) years from the date of expiration or earlier termination of this Agreement and, upon request of University, return or destroy all materials containing such Confidential Information. Notwithstanding the foregoing, Supplier shall be entitled to retain archival copies of Confidential Information for legal, regulatory, or compliance purposes. The obligations of this paragraph do not apply to information that is in the public domain; independently known, obtained, or discovered by Supplier; or hereafter supplied to Supplier by a third party without restriction. If Supplier is compelled by law to disclose any Confidential Information, it shall provide University with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at University's cost, if University wishes to contest the disclosure.

6. **Property Rights.**

a. For purposes of this Section 6, "Intellectual Property" shall mean, whether or not reduced to writing, all copyrights, patent applications, issued patents, including reissues, renewals, continuations, and divisions of the foregoing, know-how, proprietary data, ideas, discoveries, inventions, improvements, technology, trade secrets, methods, procedures, formulae, processes, technical and non-technical data, trade secrets, design rights, trademarks, trade names, trade dress, related source identifiers, works, and other proprietary rights relating to intangible property, and any applications or registrations of the foregoing, any rights arising from registration of any of the foregoing, and any right to sue for past or future infringement of the foregoing.

b. University acknowledges and agrees that, as between the parties, Supplier owns all Intellectual Property that (i) was the property of Supplier prior to the execution of this Agreement and (ii) is independently developed or acquired outside the scope of this Agreement ("Pre-Existing Intellectual Property"). In addition, Supplier shall own any Intellectual Property, developed in connection with this Agreement, that is an improvement of, or direct derivative of, Supplier's Pre-Existing Intellectual Property and know-how.

c. This Section 6.c shall be subject to Section 6.b in all respects. University will possess all rights to any creations, inventions, or other intellectual property and materials, including copyright, trade secrets, or patents in the same, which arise out of, are prepared by, or are developed in the course of Supplier's performance. Supplier and University acknowledge and agree that work created by Supplier in connection with its performance under this Agreement shall belong to University as "work-made-for-hire" as such term is defined under 17 USC § 201, as amended. In the event such works are not copyrightable subject matter or for any reason cannot legally be considered a work-made-for-hire, Supplier hereby assigns all right, title, and interest in and to work created by Supplier in connection with its performance under this Agreement to University and agrees to execute all documents required to evidence such assignment. University's rights to any creations, inventions, or other intellectual property and materials, including copyright, trade secrets, or patents in the same, which arise out of, are prepared by, or are developed in the course of Supplier's performance under this Agreement shall be exclusive and Supplier will not use, license, or permit such works to be used for any other purpose. Upon termination of this Agreement for any reason, University shall have the exclusive right, without further obligation to Supplier, throughout the world, in all languages, and in perpetuity to use the work created by Supplier in connection with its performance under this Agreement in any manner it deems appropriate, including, without limitation, editing, altering and revising such work. This provision shall survive the termination of this Agreement.

7. **Termination**. In the event that either party commits a material breach of this Agreement and fails to remedy or cure such breach within thirty (30) days after receipt of written notice thereof from the non-breaching party, the non-breaching party may, at its option and in addition to any other remedies which it may have at law or in equity, terminate this Agreement by sending written notice of termination to the other party. Such termination shall be effective as of the date of its receipt. Additionally, University may terminate this Agreement for its convenience upon thirty (30) days' prior written notice to Supplier. Upon termination, University shall promptly pay Supplier for all fees incurred up to and including the effective date of termination or Supplier will refund to University a prorated share of any prepaid fees.

a. If University terminates this Agreement for convenience, the parties agree that the damages sustained by Supplier will be substantial and difficult to ascertain. Therefore, if this Agreement is terminated by University for convenience in whole or in part, for any reason other than as set forth in Section 36, University will pay to Supplier as termination charges and not as a penalty the following termination charges based on the particular products and services terminated for convenience:

7.a.1. Rental Products and Services:

7.a.1.1. If this Agreement is terminated for convenience in the first twelve months of the term, University shall pay as termination charges equal to 52 weeks of rental service.

7.a.1.2. If this Agreement is terminated for convenience in months thirteen (13) through twenty-four (24) of the term, University shall pay as termination charges equal to thirty-nine (39) weeks of rental service.

7.a.1.3. If this Agreement is terminated for convenience in months twenty-five (25) through thirty-six (36) of the term, University shall pay as termination charges equal to twenty-six (26) weeks of rental service.

7.a.1.4. If this Agreement is terminated for convenience after forty-eight (48) months of service, University shall pay as termination charges of thirteen (13) weeks of rental service.

7.a.1.5. University shall also be responsible to return all of the merchandise allocated to such University locations terminating this Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on University's account prior to termination.

First and Aid and Safety: Twenty-five percent (25%) of the unexpired term based on the previous six (6) months average revenue.

8. **Representations and Warranties**. Supplier warrants that it will convey good title to all direct sale goods, free of all encumbrances. Except as otherwise noted in this Agreement, at the time of delivery (i) all goods delivered shall be free from defects in workmanship, material, and manufacture, (ii) shall comply with the requirements of this Agreement, including any drawings or specifications incorporated or samples furnished by the Supplier, (iii) shall be free from defects in design, and (iv) shall be merchantable. In the event Supplier is providing University with services, Supplier warrants and represents that each of its employees and agents to perform any services under the terms of this Agreement shall have the skills, training, and background reasonably commensurate with their level of performance or responsibility, to be able to perform in a competent and professional manner that is consistent with industry standards. Supplier further warrants the services provided will conform to the requirements of this Agreement and that in performing the services Supplier will not be in breach of any agreement with a third party. The foregoing warranties are conditions to this Agreement. All warranties provided by Supplier shall run to University. Supplier will pass through to University all manufacturer warranties for the materials covered hereunder to the extent Supplier has the right to do so. Supplier does not adopt, guarantee or represent that the manufacturer will comply with any of the terms of the warranty of such manufacturer. If any warranties specified herein or otherwise applicable are breached by Supplier, University may, at its election, require Supplier to correct at Supplier's sole expense any defect or nonconformance by repair or replacement or return any defective or nonconforming goods to Supplier at Supplier's expense and recover from Supplier the purchase price or, in the case of services, require re-performance of the services or terminate this Agreement and receive a full refund. The foregoing remedies are in addition to all other remedies University may have at law or in equity. Except for the warranties specifically set forth in this Agreement, Supplier makes no other warranties and disclaims all other warranties, express or implied by law, course of dealing, course of performance, usage of trade or otherwise, including without limitation any warranty of merchantability or fitness for a particular purposes.

9. **Relationship of Parties**. No agency, partnership, or joint venture is created by this Agreement. The parties affirmatively disclaim any intent to form such relationship. Supplier is solely responsible for maintenance and payment of insurance and the like that may be required by federal, state, or local law with respect to any sums paid hereunder. Supplier is not University's agent or representative and has no authority to bind or commit University to any agreements or other obligations.

10. **Liability**. To the fullest extent allowed by law, Supplier shall defend, indemnify, and hold harmless University, its regents, officers, employees, agents, and students, for any loss, claim, damage, expense, or liability of any kind, including reasonable attorneys' fees and costs, to the extent caused by the negligence or willful misconduct of Supplier and its officers, employees, agents, and subcontractors.

11. **Insurance**. Supplier shall at its own expense obtain and maintain throughout the Term of this Agreement general commercial liability insurance against claims for bodily injury, death, and property damage with limits of not less than one million dollars ($1,000,000.00) per occurrence, and three million dollars ($3,000,000.00) general aggregate to cover such liability caused by, or arising out of, activities of Supplier and its agents and/or employees while engaged in or preparing for the provision of the Deliverables. Upon request by University, Supplier shall furnish to University certificates of insurance evidencing that such insurance is effective prior to provision of the Deliverables. By requiring such minimum insurance, University shall not be deemed or construed to have assessed the risk or limited the liability that may be applicable to Supplier under this Agreement. Supplier shall assess its own risks and, if it deems appropriate, maintain higher limits or broader coverages. Supplier further agrees, upon request, to include University as an additional insured on its general liability insurance policy on a primary and non-contributory basis. Supplier is not relieved of any liability or other obligations assumed or pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

12. **Assignment**. This Agreement is non-assignable and non-transferrable unless agreed to in writing by the parties. Any attempt by either party to assign its rights or obligations hereunder without the consent of the other party shall be void.

13. **Amendment**. This Agreement constitutes the entire understanding between University and Supplier with respect to the subject matter hereof and may not be amended except by an agreement signed by Supplier and an authorized representative of University.

14. **Disputes; Governing Law and Forum**.

A. As pertains solely to disputes between the University and Supplier, this Agreement shall be governed by the laws of the State of Nebraska without giving effect to its conflicts of law provisions. Any legal actions brought by University or by Supplier shall be instituted in the state courts located in Lancaster County, Nebraska. It is understood and agreed that any legal action by Supplier in relation to this Agreement may only be instituted in accordance with the provisions of the State Contract Claims Act (Neb. Rev. Stat. §§ 81-8,302 to 81-8,306), as amended.

B. As pertains to disputes between any other Participating Public Agency and Supplier, the dispute shall be resolved consistent with the dispute resolution provisions set forth in the applicable Acceptance Agreement, which calls for binding arbitration, to the extent permitted under applicable law, or, where arbitration is not legally permissible, in accordance with the contracts disputes process required under applicable state law for the Participating Public Agency and, in either case, subject to that state's substantive law. As set forth in the Acceptance Agreement, any such dispute arising from or related to this Agreement shall be determined on an individual, non-class basis, whether in arbitration or in any court, shall be considered unique as to its facts, and shall not be consolidated in any arbitration or other legal proceeding with any claim or controversy of any other party.

15. **Conflict of Interest**. Supplier certifies, to the best of its knowledge and belief, that there are no potential organizational conflicts of interest related to this Agreement. If Supplier cannot so certify, it shall provide to University a disclosure statement that describes all relevant information concerning any potential conflict of interest under this Agreement. In the event the potential conflict of interest cannot be resolved, University may declare this Agreement void and of no further force or effect and University shall have no further obligations under this Agreement.

16. **Work Status Verification**. Supplier and its subcontractors shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska pursuant to Neb. Rev. Stat. §§ 4-108 to 4-114, as amended.

17. **Debarment List**. Supplier certifies and warrants that it has not been debarred, suspended, or declared ineligible as defined in the Federal Acquisition Regulation 48 CFR Ch.1 Subpart 9.4. Supplier also certifies that Supplier, its partners, directors, officers, employees, licensees, subcontractors, or agents have not been excluded or debarred or otherwise become ineligible to participate in Federal health care programs pursuant to 42 USC § 1320a-7. This shall be an ongoing certification and warranty during the Term of the Agreement and Supplier shall immediately notify University of any change in the status of the certification and warranty set forth in this section. If Supplier becomes excluded from Federal health care program participation or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors, the Agreement may be terminated immediately, for cause, by University. If any partners, directors, officers, employees, licensees, subcontractors, personnel, or agents of Supplier become excluded from Federal health care program participation, such individual shall be removed from participating in this Agreement immediately. Failure by Supplier to remove such excluded individual immediately shall provide University the right to terminate the Agreement immediately for cause.

18. **Taxpayer Transparency Act**. Under Neb. Rev. Stat. §§ 84-602.01 to 84-602.04, University is required to provide the Nebraska Department of Administrative Services with a copy of each contract that

is a basis for an expenditure of state funds, including any amendments and documents incorporated by reference in the contract. Copies of all such contracts and documents will be published by the Nebraska Department of Administrative Services at https://statecontracts.nebraska.gov/. It shall be the sole responsibility of Supplier (a) to notify University of any requested redactions to such contracts and documents and (b) to indicate the legal basis for such requested redactions at the time of execution. In addition, Supplier agrees to defend any challenge to such redactions at its own expense.

19. **Public Records**. Under Neb. Rev. Stat. §§ 84-712 to 84-712.09, information or records of or belonging to University regarding, related to, or part of the Agreement will be open to public inspection and copying unless exempted from disclosure in accordance with the University's interpretation and application of applicable law. It shall be the sole responsibility of Supplier (a) to notify University of requested redactions to any such information or records that may otherwise be required to be open to public inspection and copying and (b) to indicate the legal basis for such requested redactions. In addition, Supplier agrees to defend any challenge to such requested redactions at its own expense.

20. **Nondiscrimination**. Supplier agrees that neither it nor any of its subcontractors shall discriminate against any employee, or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privilege of employment because of the race, color, religion, sex, disability, or national origin of the employee or applicant in accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1122, as amended.

21. **Discrimination including Sexual Harassment.** State and federal law, as well as University of Nebraska Bylaws, policies, and guidelines prohibit discrimination (as defined therein) including harassment and retaliation, against students, employees, and other members of the University community. Prohibited types of discrimination include discrimination on the basis of race, color, ethnicity, national origin, sex (including sexual harassment), pregnancy, sexual orientation, gender identity, religion, disability, age, genetic information, veteran status, marital status, political affiliation, and any other protected status. Supplier shall exercise control over itself, its employees, agents, contractors, and affiliated parties to prohibit acts of discrimination, including sexual harassment, against University students, employees, and other members of the University community. Supplier shall cooperate with the University following any report of discrimination. In the event University determines that Supplier or an employee, agent, contractor, or other person affiliated with Supplier has engaged in discrimination, including harassment, or other inappropriate conduct, Supplier will take prompt and effective action, in accordance with the University's direction, to prevent recurrence of the conduct and to correct its effects, which may include removal of Supplier or the employee, agent, contractor, or other person affiliated with Supplier from providing the Deliverables. Supplier's failure to comply with the University's directive or any other part of this provision may be cause for immediate termination of this Agreement. Supplier acknowledges that the University may have obligations to report any allegations or incidents of discrimination, including sexual harassment. Supplier and employees, agents, contractors, and other persons affiliated with Supplier who are directly providing the Deliverables or present on University premises shall participate in any training as may be required by the University from time to time, including training regarding sexual harassment and diversity and inclusion.

22. **Criminal Background Investigations.** If applicable, Supplier represents and warrants that Supplier has obtained, at its own expense and in a manner compliant with all applicable laws, a background screening for all of its employees who will be present on University premises. Such background screenings shall be completed consistent with current industry standards and shall, at a minimum, include the same degree of thoroughness as the background checks University conducts for its newly hired staff. Supplier agrees to update any background screening upon reasonable request by University, it being agreed that any request based upon the occurrence of any illegal activity involving Supplier or its personnel, or the reasonable suspicion of illegal activity would be deemed reasonable. Supplier shall provide University with evidence of the completion of the required background screenings upon University's request. Alternatively, in the event Supplier is an individual, University may require Supplier complete a background check

consistent with current industry standards at University's request. Supplier shall not hire, retain, or engage any individual directly involved in the performance of services under the Agreement who has been convicted (felony or misdemeanor) of or entered into a court-supervised diversion program for any sexual offense, felony assault (including domestic violence related incidents), child abuse, molestation or other crime involving endangerment of a minor, murder, or kidnapping. Supplier and Supplier's employees or agents directly performing services under the Agreement cannot be listed on any sex offender registry. Other convictions, such as misdemeanor assault, drug distribution activity, felony drug possession, and any other felony or crime involving moral turpitude may also render Supplier and Supplier's employees or agents ineligible to directly perform services under the Agreement, taking into consideration (a) the nature and gravity of the offense(s), (b) the time that has passed since the offense or conduct and/or completion of the sentence, and (c) the nature of the services being performed. Supplier and Supplier's employees or agents cannot be listed on any sex offender registry. Supplier agrees to ensure any third party with whom Supplier engages to provide any part of services provided under the Agreement agrees to the same restrictions, conditions, and requirements of this section in the same capacity as Supplier.

23. **Equal Opportunity (intentionally bolded).** Supplier shall comply with 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a), incorporated by reference with the following statement: **"This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60- 741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin or for inquiring about, discussing, or disclosing compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status."**

24. **Logos or University Marks**. Supplier shall not use or display any University name, logo, trademark, service mark (individually a "Mark" and collectively the "Marks") and/or other indicia designated by University as a source identifier, unless expressly authorized in writing by University. Any unauthorized use of Marks is expressly prohibited. Supplier agrees it will not use University's name in any manner that acts as an endorsement or is an appearance of any endorsement in any promotion, advertisement, solicitation, or other communication, especially as it relates to Supplier's business.

25. **Right to Audit Privilege**. The University reserves the right to audit or inspect work performed by the Supplier under the Agreement. The University may participate directly or through an appointed representative in order to verify that services related to the Agreement have been performed in accordance with the procedures indicated.

26. **Affiliates.** "Affiliates" for the purposes of this Agreement are agents, contractors, consultants, or other entities or individuals who are authorized by University to use the Deliverables. Affiliates may be added by University upon written notice to Supplier. The parties agree Affiliates may avail themselves to the benefits of this Agreement by way of a separate agreement between Affiliate and Supplier. Affiliates include, without limitation, any public agency or instrumentality of the government of the State of Nebraska or political subdivisions within the State of Nebraska, any entity in which the Board of Regents of University has at least a fifty percent (50%) controlling interest, and The Nebraska Medical Center d/b/a Nebraska Medicine.

27. **Campuses.** By virtue of the authority granted by the Board of Regents of University of Nebraska, each Campus may execute certain contracts on their own behalf. Supplier acknowledges one or more Campuses may participate under this Agreement. The Campuses shall not be considered "Affiliates" for purposes of this Agreement.

28. **Compliance**. Supplier and its employees and agents will comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority, as well as applicable University policies.

29. **Pricing and Annual Price Negotiations**. The contract item pricing as set forth in the RFP Pricing Worksheet incorporated herein shall remain firm for the first year of the Agreement. In advance of each contract year anniversary, price adjustments shall not exceed the lesser of three percent (3%) or the percentage increase in the Consumer Price Index for all Urban Consumers (CPI-U), U.S. City Average, All Items, Unadjusted, for the most recent twelve months for which data that is not subject to revision is available as published by the U.S. Department of Labor, Bureau of Labor Statistics. Any contract item price adjustments will be made to the then-current pricing in effect prior to the adjustment. Non-contract pricing is subject to adjustment by Supplier as described in the RFP Pricing Worksheet. Supplier shall provide at least thirty (30) days' written notice to University prior to the effective date of any increase.

30. **Severability.** The terms of the Agreement are severable. If any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable the remainder of the provisions shall continue to be valid and enforceable.

31. **Survival.** Provisions surviving termination or expiration of this Agreement are those which on their face affect rights and obligations after termination or expiration and also include provisions concerning indemnification, confidentiality, representations and warranties, and governing law and venue.

32. **Waiver.** A waiver of any term or provision of this Agreement by University shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained in this Agreement. Any such waiver must be in writing to be effective, and no such waiver or waivers shall serve to establish a course of performance between the parties contradictory to the terms hereof.

33. **Notices.** Any notice required or permitted to be given under this Agreement shall be in writing, sent via certified mail, overnight courier, or hand delivery, effective when received, and delivered to the addresses provided on the signature page of this Agreement.

34. **Electronic Signatures.** Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

35. **Subcontractors**. Supplier shall not subcontract all or substantially all of any facet of the services without the prior written approval of University. Supplier shall be fully responsible for the acts and omissions of its subcontractors and of the persons directly or indirectly employed by them. Every subcontractor shall be bound by the terms of this Agreement; provided, however, that no contractual relationship shall exist between any subcontractor and University, unless evidenced in a separate contract independent of this Agreement with Supplier.

36. **Unavailability of Funding**. Due to possible future reductions in State and/or Federal funds, University cannot guarantee the continued availability of funding of this Agreement notwithstanding the consideration contained within this Agreement. In the event funds to finance this Agreement become unavailable, either in full or in part, due to such reductions, University may terminate the Agreement or reduce the consideration upon notice in writing to Supplier. Said notice shall be delivered by certified mail (return receipt requested) or in person (with proof of delivery). University shall be the final authority as to the availability of funds. The effective date of such Agreement, termination, or reduction in consideration shall be the actual effective date of the elimination or reduction of funding. In the event of a reduction in consideration, Supplier may cancel this Agreement as of the effective date of the proposed reduction upon the provision of advance written notice to University. Supplier shall be entitled to receive just and equitable

compensation for any satisfactory work performed up to the date of the notice of termination. In the event of unavailability of funding, the University shall not be liable for any penalty, expense, or liability, or for general, special, incidental, consequential, or other damages resulting therefrom.

37. **Delivery.** All shipments are to be made F.O.B. destination, freight prepaid, according to the delivery information provided in the applicable purchase order. Supplier shall make no partial deliveries under this Agreement without the University's consent unless otherwise indicated in the applicable purchase order. University may, but shall not be obligated to, inspect Supplier's performance under this Agreement from time to time. University's inspection, or lack of inspection, will not constitute an acceptance of any Deliverable or a waiver of any right or warranty or preclude University from rejecting any defective Deliverable. Supplier will coordinate lead times and delivery dates with the University.

38. **Flame Resistant Garments.** University agrees it bears sole responsibility for selecting the flame resistant clothing and fabrics ("FRC") under this Agreement and determining whether such items are appropriate for use by its employees and agents in their applicable work environment(s). UNIVERSITY ACKNOWLEDGES THAT SUPPLIER HAS MADE NO REPRESENTATION, WARRANTY, OR COVENANT WITH RESPECT TO THE FLAME RESISTANT QUALITIES OR OTHER CHARACTERISTICS OF THE FRC OR WITH RESPECT TO THEIR FITNESS OR SUITABILITY FOR THIS OR ANY OTHER PURPOSE. SUPPLIER MAKES NO REPRESENTATION WHETHER THE FRC CONSTITUTES APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT FOR THE ENVIRONMENT(S) TO WHICH UNIVERSITY'S EMPLOYEES OR AGENTS MAY BE EXPOSED OR AS TO THE FRC'S ABILITY TO PROTECT USERS FROM INJURY OR DEATH. University agrees to notify all employees and other agents of University who may wear or will be wearing the FRC that it is not designed for substantial heat exposure or for use around open flames. University acknowledges that compliance with any and all OSHA or other similar regulations or requirements relating to personal protective equipment is the sole responsibility of University. Further, University releases Supplier from any and all liability to University that results or may result from the use of the FRC, including but not limited to any alleged failure of the FRC to function as flame resistant or provide protection against fire and/or heat. In addition to the foregoing release, disclaimers, and agreements related to FRC, and to the extent permitted by applicable law, each Participating Public Agency hereby agrees to defend, indemnify and hold harmless Supplier from any claims and damages arising out of or associated with the FRC or resulting from the Participating Public Agency's or its employees' use of the FRC.

39. **High Visibility Garments.** University bears sole responsibility for: (a) determining the level of visibility needed by wearers of the high visibility garments (the "Garments") for their specific work conditions or uses; (b) identifying and selecting which Garments meet the required level of visibility for any particular work conditions or uses; and (c) determining when Garments require repair or replacement to meet the required level of visibility. University acknowledges and understands that the Garments alone do not ensure visibility of the wearer. University further acknowledges that Supplier is relying upon University to determine whether any Garments need repair or replacement to maintain the required level of visibility. Supplier represents only that the Garments supplied satisfy certain ANSI/ISEA standards to the extent the Garments are so labeled. University acknowledges that Supplier has made no other representations, covenants, or warranties, whether express or implied, related to the Garments. Further, University hereby releases Supplier from any and all liability to University that results or might result from the failure of the garments to function per ANSI/ISEA standards. In addition to the foregoing release, disclaimers, and agreements related to the Garments, and to the extent permitted by applicable law, each Participating Public Agency agrees to defend, indemnify, and hold Supplier harmless from any claims that result or might result from the failure of the Garments to function per ANSI/ISEA standards.

40. **AED Warranty; AED Release; AED Release and Indemnification.** University acknowledges that all AED purchases, if any, made will be subject to the warranty provided by the manufacturer of the AED and not Supplier. University acknowledges that Supplier makes no warranty, representation or covenant, express or implied, with respect to the AED products. In addition, Supplier warrants that the services performed by it will be performed in a professional, workmanlike manner and will substantially conform to the specifications of the services at the time of performance.

a. As it pertains to University's use of the AEDs, the following shall apply:

40.a.1. RELEASE OF SUPPLIER BY UNIVERSITY. UNIVERSITY RELEASES SUPPLIER AND ALL OF ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES (COLLECTIVELY, "**REPRESENTATIVES**") OF ANY TYPE FROM LIABILITY TO UNIVERSITY FOR ANY AND ALL LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR TYPE, UNDER ANY LEGAL, EQUITABLE OR OTHER THEORY, THAT MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR AFTER THE EXECUTION OF THIS AGREEMENT RELATED IN ANY WAY TO THE USE OF THE AED PRODUCTS AND AED SERVICES. THIS RELEASE INCLUDES BUT (BUT IS NOT LIMITED TO) ANY CLAIM, DEMAND, SUIT, LIABILITY, DAMAGE, JUDGMENT, LOSS, EXPENSES, ATTORNEYS' FEES, AND COSTS, THAT MAY BE ASSERTED AGAINST SUPPLIER OR ITS REPRESENTATIVES BY UNIVERSITY FOR ANY EXPENSE, LOSS, OR DAMAGE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, OR ALLEGED TO BE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, BY ANY ACT, OMISSION, OR FAULT OF SUPPLIER OR ITS REPRESENTATIVES.

b. As it pertains to any Participating Public Agency's use of the AEDs, the following shall apply:

40.b.1. RELEASE AND INDEMNIFICATION OF SUPPLIER BY PARTICIPATING PUBLIC AGENCY. PARTICIPATING PUBLIC AGENCY RELEASES AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS SUPPLIER AND ALL OF ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES (COLLECTIVELY, "**REPRESENTATIVES**") OF ANY TYPE FROM LIABILITY FOR ANY AND ALL LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR TYPE, UNDER ANY LEGAL, EQUITABLE OR OTHER THEORY, THAT MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR AFTER THE EXECUTION OF THIS AGREEMENT RELATED IN ANY WAY TO THE USE OF THE AED PRODUCTS AND AED SERVICES. THIS OBLIGATION INCLUDES (BUT IS NOT LIMITED TO) ANY CLAIM, DEMAND, SUIT, LIABILITY, DAMAGE, JUDGMENT, LOSS, EXPENSES, ATTORNEYS' FEES, AND COSTS, THAT MAY BE ASSERTED AGAINST OR INCURRED BY SUPPLIER OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES BY PARTICIPATING PUBLIC AGENCY OR ANY PERSON OR ENTITY NOT A PARTY TO THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, PARTICIPATING PUBLIC AGENCY'S INSURANCE COMPANY, ADMINISTRATIVE BODY OR AUTHORITY, OR PARTICIPATING PUBLIC AGENCY'S EMPLOYEES) FOR ANY EXPENSE, LOSS, OR DAMAGE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, OR ALLEGED TO BE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, BY ANY ACT, OMISSION, OR FAULT OF SUPPLIER OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES. THIS OBLIGATION EXTENDS TO, WITHOUT LIMITATION, STATUTORY CIVIL DAMAGES, ECONOMIC DAMAGES, PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE (REAL AND PERSONAL) ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING (BUT NOT LIMITED TO) ANY CLAIMS BASED UPON BREACH OF THE AGREEMENT, STRICT LIABILITY, REQUESTS FOR OR RIGHTS OF SUBROGATION OR CONTRIBUTION, INDEMNIFICATION, WRONGFUL DEATH, AND NEGLIGENCE (WHETHER ACTIVE OR PASSIVE, AND INCLUDING CLAIMS BASED UPON SUPPLIER'S SOLE, PARTIAL, OR JOINT AND SEVERAL NEGLIGENCE OF ANY TYPE OR DEGREE), AND ANY OTHER CLAIM, WHETHER BASED UPON OR ARISING UNDER CONTRACT, TORT, LAW, OR EQUITY. PARTICIPATING PUBLIC AGENCY FURTHER RELEASES AND WAIVES ANY RIGHT OF SUBROGATION THAT IT, ANY INSURER, OR ANY OTHER THIRD PARTY MAY HAVE DUE TO OR FOR ANY SUCH CLAIM, LOSS, OR DAMAGE. THE PARTICIPATING PUBLIC AGENCY'S DEFENSE, HOLD HARMLESS AND INDEMNIFICATION OBLIGATIONS SHALL ALSO EXTEND TO INJURIES OR DEATH SUSTAINED BY PARTICIPATING PUBLIC AGENCY'S EMPLOYEES AND SHALL NOT BE LIMITED BY ANY APPLICABLE WORKERS' COMPENSATION LAW AND PARTICIPATING PUBLIC AGENCY EXPRESSLY WAIVES ANY STATUTORY OR CONSTITUTIONAL WORKERS' COMPENSATION IMMUNITY UNDER APPLICABLE LAW WHICH WOULD OTHERWISE LIMIT ITS INDEMNIFICATION OBLIGATIONS HEREUNDER. Supplier reserves the right to select counsel to represent it in any such action.

41. **Cleanroom Garments**. University will bear the full responsibility for selecting cleanroom apparel appropriate to its application. University hereby releases Supplier from any and all liability to University that results or might result from the failure of the cleanroom garment to function as intended.

42. **Eyewash Services**. The following terms and conditions shall apply to any Self-Contained The Safety Director® Station(s) ("Eyewash Station(s)") and any Eyewash Services (defined below) provided under this Agreement.

a. Service; Frequency. Supplier will provide periodic service visits to perform the actions identified in this Section 42.a ("Eyewash Service"). During each Eyewash Service, Supplier shall confirm the following relating to the Eyewash Station: (a) a sign is still present; (b) deployment manifold with both nozzles is in the upright position and both nozzles are covered; (c) water flows continuously from both nozzles; and (d) deployment occurs upon drop of manifold and water continuously flows without use of hands. Supplier shall also drain water from the Eyewash Station and replace the water with University-supplied potable water and add water additive solution. Upon completion of the Eyewash Service, Supplier shall apply a tamper-evident seal, and date and initial the service tag. Each Eyewash Service will be performed quarterly, with each Eyewash Service being completed within 120 days following the prior Eyewash Service. If University performs its own inspection and/or University identifies any concern with the Eyewash Products, University shall contact Supplier during normal business hours and Supplier will respond to University by the first business day following receipt of notice.

b. Scope and Limitations of Service. With each Eyewash Station, Supplier shall also provide: one stand; one fluid disposal cart; one eyewash identification sign; and one eyewash mat (together, including the Eyewash Station, the "Eyewash Products") The scope of Supplier's responsibilities under this Agreement is limited to delivering the Eyewash Products and performing Eyewash Services. University acknowledges that the scope of services expressly excludes: performance of a risk or hazard analysis of any kind or type; determining whether the Eyewash Station(s) exists on the same level as a hazard or is accessible within 10 seconds of any given hazard; monitoring the water temperature; providing regulatory guidance; or providing recommendations regarding the type, number, and placement or location of Eyewash Stations at University's facility. University further agrees that Supplier has no responsibility to monitor the condition of the Eyewash Products between Supplier's periodic service visits. University further acknowledges that it bears sole responsibility for ensuring that Eyewash Stations, Eyewash Products, and other eyewash equipment and other equipment at its facility satisfy ANSI, OSHA and all other applicable requirements. University expressly acknowledges that the status of the Eyewash Products can change at any time subsequent to a service visit by Supplier and that Supplier is not responsible or liable for any such change in status, including but not limited to any change in signage.

43. **Fire Services.** The following terms and conditions shall apply to any fire protection products and services provided under this Agreement:

a. Inspection. Supplier shall not be responsible for the consequences of University's failure to inspect the goods or services or for any defects, malfunctions, inaccuracies, insufficiencies or omissions. Where inspection and/or test services are provided, such inspection and/or test shall be documented on Supplier's then-current form, which shall be given to University, and, where required, Supplier may submit a copy thereof to the local authority having jurisdiction. The report and findings by Supplier ARE ONLY ADVISORY IN NATURE and are intended to assist University in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. It is University's responsibility to provide the Supplier with all municipal specific documentation and to ensure such municipal specific documentation for device certification is on site and available to Supplier at the time of inspection.

b. Deficiencies. REPORTED DEFICIENCIES ARE NOT INTENDED TO IMPLY THAT NO OTHER DEFECTS OR HAZARDS EXIST OR THAT ALL ASPECTS OF THE COVERED SYSTEM(S) ARE UNDER CONTROL AT THE TIME OF INSPECTION. RESPONSIBILITY FOR THE CONDITION AND OPERATION OF THE SYSTEM(S) LIES WITH THE UNIVERSITY. University shall promptly notify Supplier of any malfunction which comes to University's attention regarding the Systems.

c. Repair. This Agreement assumes the Systems and related equipment are in operational and maintainable condition as of the Agreement date. If, during the inspection process, Supplier determines that repairs are necessary, Supplier will perform those repairs subject to any applicable Not to Exceed (NTE) Allowance guidelines or notify the University with repair recommendations. Supplier shall have first right of refusal for all recommended repairs authorized by University. Supplier, at its option, may match any quotation provided to University by an alternate Supplier for the repair scope of work or alternate scope of work proposed by an alternate Supplier. Ensuring that recommended repairs are performed is the responsibility of the University. Supplier disclaims any liability which arises from repair recommendations which are not performed.

d. Limited Warranty. Because of the great number and variety of applications for which Supplier's goods and services are purchased, Supplier does not recommend specific applications or assume any responsibility for use, results obtained or suitability for specific applications. University is cautioned to determine the appropriateness of Supplier's goods and services for University's specific application before ordering and to test and evaluate thoroughly all goods before use. Supplier warrants that title to all goods sold by Supplier shall be good and marketable. Except for the warranties specifically set forth in this Agreement, THERE ARE NO OTHER WARRANTIES EXPRESSED OR IMPLIED IN CONNECTION WITH THE SALE OF GOODS AND SERVICES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO DISCLAIMER, EXCLUSION, LIMITATION OR MODIFICATION OF ANY OF THE AFORESAID WARRANTIES SHALL BE DEEMED EFFECTIVE UNLESS IN WRITING SIGNED BY SUPPLIER.

44. **Alarm Monitoring Services.** As it pertains to any Participating Public Agency's use of alarm monitoring services, the terms and conditions set forth in Exhibit A and all attached schedules shall apply. University is not using any alarm monitoring services under this Agreement and in no event shall Exhibit A and all attached schedules apply to University.

45. **Supplier Not an Insurer.** University agrees that neither Supplier nor its contractors or assignees, including, without limitation, those providing monitoring services, (collectively, "Subcontractors") are insurers and no insurance coverage is provided by this Agreement. UNIVERSITY ACKNOWLEDGES AND AGREES THAT SUPPLIER AND ITS CONTRACTORS DO NOT ASSUME ANY RESPONSIBILITY NOR SHALL THEY HAVE ANY LIABILITY FOR CLAIMS MADE AGAINST THEM CLAIMING THAT THEY ARE AN INSURER OF UNIVERSITY'S SYSTEMS, THE FAILURE OF SUCH SYSTEMS TO OPERATE EFFECTIVELY, OR ANY OTHER TYPE OF INSURANCE COVERAGE AS AN INSURER. University acknowledges that during the term of the Agreement, it will maintain a policy of insurance covering public liability, bodily injury, sickness or death, losses for property damage, fire, water damage, and loss of property in amounts that are sufficient to cover all claims of University for any losses sustained. Supplier shall not be responsible for any claims of University against the Subcontractors nor for any portion of any loss or damage that is required to be insured, is insured or insurable by University pursuant to this Section. In addition to the foregoing release and agreements, and to the extent permitted by applicable law, Participating Public Agency agrees to defend, indemnify, and hold Supplier harmless from any claims of Participating Public Agency against the Subcontractors and for any portion of any loss or damage that is required to be insured, is insured or insurable by Participating Public Agency pursuant to this Section.

University may satisfy its insurance obligations under the first paragraph of this Section 46 through a self-insurance program established under Neb. Rev. St. § 85-1,126 (the "Program"). Subject to the terms, conditions, exclusions, and limits of the Program, the Program shall pay on behalf of University, during any of its fiscal years, all sums for which University shall become legally obligated to pay as damages for liability occurrences, up to the limits of $1,000,000 per liability occurrence and $3,000,000 in the aggregate of liability occurrences in any fiscal year. The Program may be evidenced by a Statement of Self-Insurance Coverage.

46. **Limitation of Liability of Supplier.**

a. As it pertains to University, the following limitation of liability shall apply:

46.a.1. IF SUPPLIER OR ITS REPRESENTATIVES ARE HELD LIABLE FOR ANY REASON FOR ANY LOSS, INJURY, OR DAMAGES OF ANY KIND THAT ARISES OUT OF, RESULTS FROM, OR IS RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, LOSSES, INJURIES OR DAMAGES RESULTING FROM SUPPLIER'S SOLE OR PARTIAL NEGLIGENCE, WHETHER ACTIVE OR PASSIVE), UNIVERSITY AGREES AND WARRANTS THAT SUPPLIER'S AND ITS REPRESENTATIVE'S COLLECTIVE LIABILITY TO UNIVERSITY, ITS AGENTS, OFFICERS, DIRECTORS, AND EMPLOYEES SHALL BE LIMITED EXCLUSIVELY TO $2,000,000; PROVIDED, HOWEVER, THAT THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO: (1) DAMAGES ARISING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUPPLIER, ITS EMPLOYEES, ITS SUBCONTRACTORS, OR ITS AGENTS; (2) CLAIMS FOR PERSONAL INJURY, INCLUDING DEATH, ARISING FROM THE NEGLIGENCE OF SUPPLIER, ITS EMPLOYEES, ITS SUBCONTRACTORS, OR ITS AGENTS; (3) AND CLAIMS FOR DAMAGE TO REAL PROPERTY OR TANGIBLE OR INTANGIBLE PROPERTY ARISING FROM SUPPLIER'S ACTS OR OMISSIONS UNDER THE AGREEMENT. If University wishes to increase the limitation of liability, Supplier and University may negotiate a supplemental written agreement to increase the limit of Supplier's liability, but no such agreed upon increase to the limit of Supplier's liability shall be interpreted to find Supplier or its subcontractors or representatives to be insurers. Neither party shall be liable to the other or any other person for any incidental, punitive, speculative, or consequential damages of any type, including, but not limited to, loss of profits or business opportunity.

b. As it pertains to Participating Public Agencies, the following limitation of liability shall apply:

46.b.1. Participating Public Agency acknowledges that Supplier's service fees/purchase prices are based on the value of services or goods provided and the limited liability provided under this Agreement and not on the value of the Participating Public Agency's premises or its contents, or the likelihood or potential extent or severity of injury (including death) to Participating Public Agency or others. Participating Public Agency further acknowledges and agrees that Supplier cannot predict the potential amount, extent, or severity of any damages or injuries that Participating Public Agency or others may incur due to the failure of the goods, systems, or services to work as intended. IF SUPPLIER OR ITS REPRESENTATIVES ARE HELD LIABLE FOR ANY REASON FOR ANY LOSS, INJURY, OR DAMAGES OF ANY KIND THAT ARISES OUT OF, RESULTS FROM, OR IS RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, LOSSES, INJURIES OR DAMAGES RESULTING FROM SUPPLIER'S SOLE OR PARTIAL NEGLIGENCE, WHETHER ACTIVE OR PASSIVE), PARTICIPATING PUBLIC AGENCY AGREES AND WARRANTS THAT SUPPLIER'S AND ITS REPRESENTATIVE'S COLLECTIVE LIABILITY TO PARTICIPATING PUBLIC AGENCY, ITS AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, INVITEES, AND ANY THIRD PARTY SHALL BE LIMITED EXCLUSIVELY TO 25% OF PARTICIPATING PUBLIC AGENCY'S SPEND IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE LIABILITY AROSE. If Participating Public Agency wishes to increase the limitation of liability, Supplier and Participating Public Agency may negotiate a supplemental written agreement to increase the limit of Supplier's liability, but no such agreed upon increase to the limit of Supplier's liability shall be interpreted to find Supplier or its subcontractors or representatives to be insurers. PARTICIPATING PUBLIC AGENCY AGREES THAT THE LIMITS ON THE LIABILITY OF SUPPLIER AND THE WAIVERS AND INDEMNITIES SET FORTH IN THIS AGREEMENT ARE A FAIR ALLOCATION OF RISKS AND LIABILITIES BETWEEN SUPPLIER, PARTICIPATING PUBLIC AGENCY, AND ANY OTHER AFFECTED PARTIES. PARTICIPATING PUBLIC AGENCY ACKNOWLEDGES AND AGREES THAT WERE SUPPLIER TO HAVE LIABILITY GREATER THAN THAT STATED ABOVE, IT WOULD NOT PROVIDE THE GOODS AND SERVICES. Neither party shall be liable to the other or any other person for any incidental, punitive, speculative, or consequential damages of any type, including, but not limited to, loss of profits or business opportunity.

47. **No Federal Contractor**. As a material condition of this Agreement, University represents and warrants that: (a) University is not an agency or instrumentality of the United States government; and (b) this Agreement does not constitute, and is not entered to support, a federal government contract,

subcontract or third party contract. In the event that this Agreement is considered or alleged to be a federal government contract, subcontract or third party contract, Supplier shall have the option unilaterally to terminate this Agreement without penalty. Further, in no event will Supplier act as a subcontractor under a U.S. federal prime contractor or a subrecipient under a U.S. federal grant or cooperative agreement in connection with this Agreement, whether as relates to the University or any other Participating Public Agency.

[Signature page to follow]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date set forth below.

Board of Re[illegible]sity of Nebraska

Signature: Chris Kabourek

Printed Name: Chris Kabourek

Title: Senior VP | CFO

Date: 06/01/23 | 17:12 CDT

Cintas Cor[illegible]

Signature:

Printed Name: Joe Cerni

Title: VP Higher Education & Public Sector

Date: 06/01/23 | 14:42 CDT

Notices to the University shall be sent to:

[Name][Department]
[Address]
[City, State, Zip]

With copy to:

Legal Notices
C/O P2P Procurement Contracts
1700 Y Street, BSC 125
Lincoln, NE 68588-0645

Notices to Supplier shall be sent to:

Cintas Corporation No. 2 – General Counsel
6800 Cintas Boulevard, Mason, Ohio 45262-5737

2. Exhibit A to Master Agreement, Alarm Monitoring Terms and Conditions (Inclusive of Schedules A and B)

Exhibit A
Alarm Monitoring Terms and Conditions

Cintas Corporation No. 2, d/b/a Cintas Fire Protection, and its parents, subsidiaries, and affiliates ("Cintas") agree to perform fire alarm monitoring services and other related services (collectively, "Monitoring Services") for a commercial signaling system ("System") located at the premises listed on Schedule A of this Alarm Monitoring Agreement (the "Premises") at the prices and on the terms and conditions set forth in this Alarm Monitoring Agreement ("Alarm Monitoring Agreement"). In the event of a conflict on inconsistency between terms and conditions in this Alarm Monitoring Agreement and the terms and conditions set forth in the master Agreement between Cintas and Customer, this Alarm Monitoring Agreement shall control with respect to any Monitoring Services.

Customer Name:			Effective Date:	
Monitored Address:		City:	State:	Zip:
Phone:		Fax:		
Contact Name:	Contact Title:		Contact Email:	
Billing Name:	Billing Address:			
City:	State:	Zip:	Billing Phone:	
AP Contact Name:		AP Contact Phone:		
AP Contact Email:			Payment Terms:	
Purchase Order: CHOOSE ONE	Payment Portal:	☐ yes ☒ no	Name of Portal:	

SERVICE	# OF UNITS		PRICE		COST
		x		x 12 =	/year
		x		x 12 =	/year
		x		x 12 =	/year
			TOTAL ANNUAL COST	=	/year
			/one time		
			/one time		
			/one time		
			TOTAL ONE TIME	=	

1. Annual Monitoring Fee. Cintas bills annually for monitoring services. The Customer must pay a one-time service activation fee and the entire annual monitoring fee, both of which are due thirty (30) days prior to the Alarm Monitoring Agreement Effective Date. Upon request to Cintas and Cintas's written approval, Customer may be permitted to pay the annual maintenance fee in periodic payment. If periodic payments are elected, Customer must pay the one-time service activation fee and first periodic payment thirty (30) days prior to the Alarm Monitoring Agreement Start Date. Subsequent periodic payments are due upon receipt of each invoice. Quarterly or monthly payments shall include a surcharge of 4% per payment. For any payment that is not paid within thirty (30)days of the invoice date, Cintas shall be entitled to assess, and Customer shall pay, a service charge of 5% of the amount of the unpaid amount due and a finance charge of 1-1/2% per month on the unpaid amount due. Cintas has the right to increase periodic charges at any time or times (i) after expiration of one (1) year from the Alarm Monitoring Agreement Start Date; provided, that any increase shall not exceed the greater of 6% or the increase in CPI for all urban consumers in the United States for the period since any prior increase and (ii) at any time for any new or increased pass-through fees, costs and expenses.
2. Rented Cintas Net Equipment. For rented Cintas Net units, Cintas shall retain exclusive ownership, title, and control of the Cintas Net units at all times. If repair or replacement of the Cintas Net units is required for any reason other than ordinary wear and tear, the Customer shall pay for any such repair or replacement at Cintas's then-prevailing charges for time and/or material. For purposes of this paragraph, "ordinary wear and tear" does not include obsolete units or units that have reached the end of their useful life.

3. False Alarms. In the event the System is activated for any reason, other than activation caused by Cintas during a service inspection, Customer shall pay or reimburse Cintas for any and all fees, fines, costs, expenses, penalties and other charges assessed against Customer or Cintas pursuant to any law or by any governmental entity, court, or administrative agency.
4. Emergency Contact Information. Customer shall (i) furnish Cintas with all contact information for the Monitoring Services to Cintas in writing, including contact numbers for the person(s) identified by Customer as Customer's emergency contacts ("Customer Contacts") and contact numbers for the responsible police, sheriff, fire, medical, ambulance, guard, patrol, and response services and other governmental, private, or volunteer departments and organizations ("First Responders") requested on the Customer's Contact and First Responder's List, attached as Schedule "B" of this Alarm Monitoring Agreement ("Call List") and (ii) keep all information on the Call List current by submitting any changes in writing to the servicing Cintas location. Customer acknowledges and agrees that no such submission is deemed complete or effective until it receives written acknowledgment from Cintas that the information or changes have been received and entered. Customer further acknowledges and agrees that it has the sole responsibility for determining and providing the proper emergency contact information to Cintas in writing, regardless of whether it has Schedule "B" of the Alarm Monitoring Agreement available. Customer acknowledges that it can contact Cintas if it requires copies of Schedule B to comply with the provisions of this paragraph. Customer further acknowledges and agrees that Cintas has no responsibility for determining, evaluating, or confirming whether the "First Responders" identified are the proper or responsible authority for the Premises in question or whether any of the contact information provided is correct. Customer acknowledges and agrees that Cintas will rely solely upon the contact information provided by customer to perform the Monitoring Services. Customer bears all responsibility in the event that any of the information listed on the Call List is incorrect, inaccurate, expired, or illegible/unintelligible.
5. Term; Renewal. The Term of this Alarm Monitoring Agreement shall match the term of the master Agreement.
6. Cancellation. Customer may terminate this Alarm Monitoring Agreement or the Monitoring Service to any Premises covered by this Alarm Monitoring Agreement for its convenience at anytime with a sixty (60) day advance written notification. With the notice, Customer shall pay to Cintas (i) all charges then due, and (ii) 90% of all periodic payments which would be due for the unexpired term of this Alarm Monitoring Agreement, if this Alarm Monitoring Agreement is terminated, or the unexpired term related to the Premises, as liquidated damages and not as a penalty. Cintas shall have no further obligation to perform Monitoring Services for the Premises on and after the termination date, whether under this Alarm Monitoring Agreement or any obligation at law or in equity. In addition, for rented Cintas Net Units, on and after the last date of Monitoring Services, Customer shall permit Cintas access to the Premises during regular business hours to remove any and all such Cintas Net units. Customer shall pay Cintas $1,500 per Cintas Net unit that is damaged or is determined, in Cintas's sole and absolute discretion, to be not in good and proper working order after it is removed from the Premises.
7. Subcontractors. Cintas may subcontract the services to be performed under this Alarm Monitoring Agreement. Customer acknowledges and agrees that all provisions of this Alarm Monitoring Agreement inure to the benefit of and are applicable to any subcontractors engaged by Cintas to provide any service to Customer ("Subcontractor") and that they bind Customer to each such Subcontractor(s) with the same force and effect as they bind Customer to Cintas. (Accordingly, when used in this Alarm Monitoring Agreement, the term "Cintas" includes any such Subcontractors, Cintas employees, and agents.) Customer acknowledges that Subcontractors are independent companies and have no affiliation with Cintas. Customer irrevocably appoints Cintas as its agent to communicate with the Subcontractor(s)concerning all matters related to this Alarm Monitoring Agreement including, without limitation, Monitoring Services.
8. Monitoring Services. Customer acknowledges and agrees that the scope of the Monitoring Services Cintas has agreed to provide pursuant to this Alarm Monitoring Agreement is limited. For the purposes of this Alarm Monitoring Agreement, Cintas's Monitoring Service personnel ("Operators") will only (i) monitor a computer screen that may display specific codes ("Listed Codes") transmitted by Customer's alarm system at the Premises and/or (ii) monitor incoming telephone calls for voice communications from the Premises requesting assistance ("Voice Communications"), as applicable. Upon receiving Listed Codes or Voice Communications that, in the Operator's sole and absolute discretion, clearly and unambiguously constitute a valid alarm condition or request for assistance, the Operator is only required to communicate electronically and/or telephonically with First Responders or call by telephone the telephone numbers supplied by Customer in writing on the Call List within a reasonable period of time, given the circumstances existing at that time at the monitoring facility and the priority of the Listed Codes and/or Voice Communications. Customer understands and agrees that no Monitoring Services shall or need be rendered for signals received that are not Listed Codes or for Voice Communications that do not clearly and unambiguously request assistance, in Cintas's sole and absolute determination. Notwithstanding anything contained herein to the contrary, (a) upon receipt of a Listed Code or Voice Communication, and prior to contacting and/or telephoning First Responders, Cintas may, in its sole and absolute discretion and without any liability, contact or attempt to contact the Premises and/or the Customer Contacts (whether by telephone, electronic mail, or other contact information provided by Customer) as frequently as Cintas(in its sole and absolute discretion) deems appropriate to verify the necessity to report the receipt of a Listed Code or Voice Communication to the First Responders and/or the Customer Contacts, and (b) upon receipt of an abort code or Voice Communication from the Premises, the Customer, a Customer representative, a First Responder, and/or a Customer Contact, Cintas may, in its sole and absolute discretion and without any liability, refrain from contacting First Responders or advise First Responders of receipt of an abort code or Voice Communication or other communication instructing Cintas and/or First Responders to disregard the receipt of a Listed Code. Customer irrevocably agrees that any person at the Premises, Customer's representatives, and all of the Customer Contacts and First Responders have Customer's authority and consent to instruct Cintas to disregard the receipt of a Listed Code and/or Voice Communication informing of an alarm condition or otherwise requesting assistance. Customer acknowledges and agrees that Cintas has no responsibility for providing, establishing, determining, auditing, or otherwise evaluating in any way the Listed Codes that are provided and/or by Customer's system. Customer, for him/her/itself and as the authorized agent of his/her/its representatives and each person on the Customer's Call List at any time, consents to Cintas (i) calling each such person's cell phone, other mobile

device, or phone of any type; (ii) using automatic dialers; and (iii)using a technology known as "robocalling" (unless such person notifies Cintas that he/she opts out of this clause (iii))

Customer acknowledges and agrees that Cintas's efforts to notify First Responders shall be satisfied by attempting telephone contact with any person answering the telephone at the telephone number(s) provided to Cintas in writing or by leaving a message with a telephone answering service or any mechanical, electrical, electronic or other technology permitting the recording of voice and/or data communications. Customer acknowledges and agrees that in no event is Cintas respons ble for documenting its attempts to make the contact(s) referred to herein; to make any specific number of attempts at such contact(s); or for ensuring or documenting a response to any such attempted contact(s).

If the Premises is/are located in a jurisdiction that requires a personal verified on-site response ("Verified Response") prior to dispatching a Proper Authority, Customer has the sole responsibility to engage a service to provide such Verified Response. All fees, costs, and expenses incurred in obtaining or providing a Verified Response shall be borne solely by Customer. Customer understands and agrees that First Responders may not be dispatched or respond to the Premises after notice to First Responders unless there is independent confirmation of an incident at the Premises, such as an on-site witness's report, that a reason for response exists.

Customer further acknowledges and agrees that (i) all software, hardware, firmware, codes, data, audio and voice communications, video images, information and documentation arising out of or from, in connection with, related to, as a consequence of, or resulting from execution of this Alarm Monitoring Agreement or the Monitoring Services (collectively, "Intellectual Property") are the sole and exclusive property of Cintas, and Customer has no rights whatsoever in any of the Intellectual Property, and (ii) Cintas shall have the right, in its sole and absolute discretion, to destroy, delete, erase, or otherwise compromise (collectively, "Destruction") the Intellectual Property at any time without notice to Customer. If Cintas receives a written request from Customer to retain any specific Intellectual Property prior to the Destruction thereof, Cintas agrees to use commercially reasonable efforts to store the specific Intellectual Property as requested by Customer on the condition precedent that Customer pay all fees, costs, and expenses of any kind related to the request.

9. Run-Away Systems. If Cintas notifies Customer by telephone, electronically, or otherwise that its System is excessively transmitting signals to Cintas's monitoring facility (a "Run-Away System") and Customer fails to (i) immediately authorize Cintas to provide repair service to the Run-Away System, and (ii) provide reasonable unrestricted access to the Premises and the Run-Away System within four (4) hours after such notice, Customer agrees to pay to Cintas its then-prevailing charges for each signal transmitted to Cintas's monitoring facility by the Run-Away System.
10. **DISCLAIMER OF WARRANTIES AND REPRESENTATIONS.** Because of the great number and variety of applications for which Cintas's goods and services are purchased, Cintas does not design goods or services, does not recommend specific applications of goods or services, or and does not assume any responsibility for use, results obtained, or suitability for specific applications of goods or services. Customer acknowledges and agrees that Cintas has not made any representations or warranties to Customer regarding any fire suppression system or alarm system (or components thereof) at the Premises, its fitness for any purpose, or its suitability or effectiveness as designed. Customer further acknowledges and agrees that it has the sole responsibility for determining the appropriateness of Cintas's goods and services for Customer's specific application(s) before ordering and to test and evaluate thoroughly all goods before use. Cintas warrants that title to all goods it sells to Customer shall be good and marketable. CUSTOMER ACKNOWLEDGES AND AGREES THAT CINTAS MAKES NO GUARANTEES, REPRESENTATIONS, OR OTHER WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, IN CONNECTION WITH THE SALE OF THE GOODS AND/OR SERVICES PURSUANT TO THIS ALARM MONITORING AGREEMENT, INCLUDING (BUT NOT LIMITED TO) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN AS SPECIFICALLY ENUMERATED ELSEWHERE IN THIS ALARM MONITORING AGREEMENT. NO MODIFICATION, WAIVER, OR AMENDMENT OF THIS DISCLAIMER SHALL BE DEEMED EFFECTIVE UNLESS MADE IN A WRITING DRAFTED BY CINTAS FOR THIS EXPRESS PURPOSE THAT IS (I) SIGNED BY CINTAS, (II) EXPLICITLY USES THE TERM "WARRANTY" IN ITS TITLE, (III) SPECIFICALLY REFERENCES THIS ALARM MONITORING AGREEMENT; AND (IV) EXPLICITLY AND UNAMBIGUOUSLY DESCRIBES WHAT ADDITIONAL WARRANTY(IES) ARE BEING OFFERED TO CUSTOMER PURSUANT TO THIS ALARM MONITORING AGREEMENT. CUSTOMER FURTHER AGREES THAT THIS EXPLICITLY EXCLUDES ANY OF CINTAS'S SALES MATERIALS, CIRCULARS, WEBSITES, OR OTHER ADVERTISING MATERIALS OF ANY TYPE FROM CREATING ANY WARRANTIES UNDER THIS ALARM MONITORING AGREEMENT, AND CUSTOMER WARRANTS THAT IT IS NOT RELYING UPON ANY SUCH MATERIALS FOR THIS PURPOSE.
11. **CINTAS NOT AN INSURER; CUSTOMER'S OBLIGATION TO OBTAIN INSURANCE AS SOLE RECOVERY FOR ANY LOSS AND WARRANTY OF SAME.** Customer acknowledges and agrees that neither Cintas nor its Subcontractors or assignees, including, without limitation, those providing monitoring services are insurers and that no insurance coverage is provided by this Alarm Monitoring Agreement. CUSTOMER ACKNOWLEDGES AND AGREES THAT CINTAS ASSUMES NO RESPONSIBILITY FOR, NOR SHALL IT HAVE ANY LIABILITY FOR, CLAIMS MADE AGAINST IT CLAIMING THAT IT IS AN INSURER OF CUSTOMER'S SYSTEMS OR ANY OTHER PROPERTY FOR ANY PURPOSE, INCLUDING, BUT NOT LIMITED TO, THE FAILURE OF SUCH SYSTEMS TO OPERATE EFFECTIVELY OR AS DESIGNED. Customer acknowledges that during the term of the Alarm Monitoring Agreement, it is the specific intent of the parties that the Customer will obtain and maintain insurance coverage with minimum coverage of at least two million dollars (U.S.), at the Customer's expense, that will cover any and all losses, damages, and expense arising out of or from, in connection with, related to, as a consequence of, or resulting from this Alarm Monitoring Agreement in any way, including, but not limited to, public liability, bodily injury, sickness or death, losses for property damage, fire, water damage, and loss of property, and Customer agrees to and warrants that it will obtain and maintain such insurance coverage at all times at no cost to Cintas. Customer shall name Cintas as an additional insured by endorsement on any

such policy(ies). This endorsement shall be without limitation or restriction of any type, and Cintas shall be exempt from, and in no way liable for, any sums of money related to this policy(ies) and associated coverage of any type, including, but not limited to, premium payments, deductible, co-payments, or self-insured retention, all of which are the sole respons bility of Customer. Customer agrees that recovery for all such injuries, losses, and damages shall be limited to this insurance coverage only and that it will look exclusively to its insurer(s) to recover for any such injuries, losses, and damages. CUSTOMER RELEASES AND AGREES TO INDEMNIFY AND HOLD HARMLESS CINTAS FROM AND AGAINST ALL COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES), AND LIABILITY ARISING FROM CLAIMS REQUIRED TO BE COVERED BY INSURANCE PURSUANT TO THIS SECTION, INCLUDING ANY CLAIMS FOR DAMAGES ATTRIBUTABLE TO PUBLIC LIABILITY, BODILY INJURY, SICKNESS, OR DEATH, OR THE DESTRUCTION OF ANY REAL OR PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, THOSE THAT ARE ATTRIBUTABLE TO CINTAS'S PARTIAL OR SOLE NEGLIGENCE. CUSTOMER FURTHER RELEASES AND WAIVES ANY RIGHT OF SUBROGATION THAT IT, ANY INSURER, OR ANY OTHER THIRD PARTY MAY HAVE DUE TO OR FOR ANY SUCH CLAIM, LOSS, OR DAMAGE. CINTAS SHALL NOT BE RESPONSIBLE FOR ANY CLAIMS OF CUSTOMER, ANY LOSSES, OR ANY DAMAGES THAT IS REQUIRED TO BE INSURED UNDER THIS ALARM MONITORING AGREEMENT, IS INSURED, OR IS INSURABLE. CUSTOMER AGREES TO INDEMNIFY CINTAS AGAINST ANY AND ALL SUCH CLAIMS, INCLUDING CLAIMS OF THIRD PARTIES, THAT MAY ARISE THAT ARE RELATED TO THE ALARM MONITORING AGREEMENT OR THE PROVISION OF THE SERVICES IN ANY WAY THAT MAY ARISE DUE TO CUSTOMER'S BREACH OF THESE OBLIGATIONS.

12. RELEASE AND INDEMNIFICATION OF CINTAS BY CUSTOMER. CUSTOMER RELEASES AND AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CINTAS AND ANY/ALL OF ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES OF ANY TYPE FROM LIABILITY FOR ANY AND ALL LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR TYPE, UNDER ANY LEGAL, EQUITABLE OR OTHER THEORY, THAT MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR AFTER THE EXECUTION OF THIS ALARM MONITORING AGREEMENT RELATED IN ANY WAY TO THE SUBJECT MATTER OF THIS ALARM MONITORING AGREEMENT OR PERFORMANCE UNDER THE ALARM MONITORING AGREEMENT, INCLUDING (BUT NOT LIMITED TO) THE IMPROPER OPERATION OR NON-OPERATION OF THE FIRE SUPPRESSION, ALARM, MONITORING OR OTHER SYSTEM(S) OR ANY FAILURE OF THE MONITORING SERVICE FOR ANY REASON WHATSOEVER. THIS OBLIGATION INCLUDES (BUT IS NOT LIMITED TO) ANY CLAIM, DEMAND, SUIT, LIABILITY, DAMAGE, JUDGMENT, LOSS, EXPENSES, ATTORNEY'S FEES, AND COSTS, THAT MAY BE ASSERTED AGAINST OR INCURRED BY CINTAS OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES BY CUSTOMER OR ANY PERSON OR ENTITY NOT A PARTY TO THIS ALARM MONITORING AGREEMENT (INCLUDING, BUT NOT LIMITED TO, CUSTOMER'S INSURANCE COMPANY, ADMINISTRATIVE BODY OR AUTHORITY, OR CUSTOMER'S EMPLOYEES) FOR ANY EXPENSE, LOSS, OR DAMAGE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, OR ALLEGED TO BE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, BY ANY ACT, OMISSION, OR FAULT OF CINTAS OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES. THIS OBLIGATION EXTENDS TO, WITHOUT LIMITATION, STATUTORY CIVIL DAMAGES, ECONOMIC DAMAGES, PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE (REAL AND PERSONAL) ARISING OUT OF OR RELATED TO THIS ALARM MONITORING AGREEMENT, INCLUDING (BUT NOT LIMITED TO) ANY CLAIMS BASED UPON BREACH OF THE ALARM MONITORING AGREEMENT, STRICT LIABILITY, REQUESTS FOR OR RIGHTS OF SUBROGATION OR CONTRIBUTION, INDEMNIFICATION, WRONGFUL DEATH, AND NEGLIGENCE (WHETHER ACTIVE OR PASSIVE, AND INCLUDING CLAIMS BASED UPON CINTAS'S SOLE, PARTIAL, OR JOINT AND SEVERAL NEGLIGENCE OF ANY TYPE OR DEGREE), AND ANY OTHER CLAIM, WHETHER BASED UPON OR ARISING UNDER CONTRACT, TORT, LAW, OR EQUITY. CUSTOMER FURTHER RELEASES AND WAIVES ANY RIGHT OF SUBROGATION THAT IT, ANY INSURER, OR ANY OTHER THIRD PARTY MAY HAVE DUE TO OR FOR ANY SUCH CLAIM, LOSS, OR DAMAGE. CINTAS RESERVES THE RIGHT TO SELECT COUNSEL TO REPRESENT ITSELF IN ANY SUCH ACTION.

13. DISCLAIMER/LIMITATION OF LIABILITY. CUSTOMER UNDERSTANDS AND AGREES AS FOLLOWS: (I) NEITHER CINTAS NOR ITS DIRECTORS, OFFICERS, SHAREHOLDERS, PARTNERS OR EMPLOYEES (COLLECTIVELY, "REPRESENTATIVES") IS AN INSURER; (II) IT IS THE SPECIFIC INTENT OF THE PARTIES THAT (A) INSURANCE COVERING ALL LOSS, DAMAGE AND EXPENSE ARISING OUT OF OR FROM, IN CONNECTION WITH, RELATED TO, AS A CONSEQUENCE OF OR RESULTING FROM THIS ALARM MONITORING AGREEMENT, SHALL BE OBTAINED AND CONTINUOUSLY MAINTAINED BY THE CUSTOMER, (B) RECOVERY FOR ALL SUCH LOSS, DAMAGE AND EXPENSE SHALL BE LIMITED TO ANY SUCH INSURANCE COVERAGE ONLY, AND (C) CINTAS AND REPRESENTATIVES ARE RELEASED FROM ANY AND ALL LIABILITY FOR ALL SUCH LOSS, DAMAGE AND EXPENSE; (III) CINTAS AND REPRESENTATIVES, EXCEPT AS SET FORTH HEREIN, MAKE NO GUARANTEE, REPRESENTATION OR WARRANTY INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE; (IV) CINTAS AND REPRESENTATIVES ARE RELEASED FOR ALL LOSS, DAMAGE OR EXPENSE WHICH MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR SUBSEQUENT TO THE EXECUTION OF THIS ALARM MONITORING AGREEMENT DUE TO THE IMPROPER OPERATION OR NON-OPERATION OF THE SYSTEM (INCLUDING, WITHOUT LIMITATION OR EXAMPLE, THE COMMUNICATIONS EQUIPMENT OR SERVICES NECESSARY TO TRANSMIT TO OR FROM OR RECEIVE ANY DATA AT THE PREMISES OR THE MONITORING FACILITY); AND (V) SHOULD THERE ARISE ANY LIABILITY ON THE PART OF CINTAS OR REPRESENTATIVES FOR ECONOMIC LOSSES, PERSONAL INJURY, INCLUDING DEATH, OR PROPERTY DAMAGE (REAL OR PERSONAL) WHICH IS IN CONNECTION WITH, ARISES OUT OF OR FROM, RESULTS FROM, IS RELATED TO OR IS A CONSEQUENCE OF THE ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE OF CINTAS OR REPRESENTATIVES INCLUDING, WITHOUT LIMITATION, ACTS, ERRORS OR OMISSIONS WHICH OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH OR SUBSEQUENT TO THE EXECUTION OF THIS ALARM MONITORING AGREEMENT, OR BREACH OF THIS ALARM MONITORING AGREEMENT, OR ANY CLAIM BROUGHT IN PRODUCT OR STRICT LIABILITY, SUBROGATION, CONTRIBUTION OR INDEMNIFICATION, WHETHER IN CONTRACT, TORT OR EQUITY, INCLUDING, WITHOUT

LIMITATION, ANY GENERAL, DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, STATUTORY OR CONSEQUENTIAL DAMAGES, IRRESPECTIVE OF CAUSE, SUCH LIABILITY SHALL BE LIMITED TO THE MAXIMUM SUM OF $1,000.00 COLLECTIVELY FOR CINTAS AND REPRESENTATIVES, AND THIS LIABILITY SHALL BE EXCLUSIVE. IF CUSTOMER WISHES TO INCREASE THE LIMITATION OF LIABILITY, CINTAS AND CUSTOMER MAY NEGOTIATE A SUPPLEMENTAL WRITTEN AGREEMENT TO INCREASE THE LIMIT OF CINTAS'S LIABILITY BUT NO SUCH AGREED UPON INCREASE TO THE LIMIT OF CINTAS'S LIABILITY SHALL BE INTERPRETED TO FIND CINTAS OR ITS SUBCONTRACTORS OR REPRESENTATIVES TO BE INSURERS.

14. Central Control Panel. Customer understands, acknowledges, and agrees that Customer shall provide an undamaged and fully operational System compliant with law including, without limitation, a central control panel compliant with law (the "Panel") useable by Cintas without any cost or expense to Cintas, e.g., if the Panel is programmed with proprietary data and not fully accessible or useable by Cintas, Customer shall promptly have the Panel reprogrammed so that it is fully accessible and useable by Cintas or, if necessary, replaced by Customer or replaced by Cintas at an additional charge to Customer.
15. Communication Path and Signals, Electrical Connections, and Systems. Customer acknowledges and agrees that during the term of this Alarm Monitoring Agreement, it is Customer's sole responsibility to provide and maintain the communication path (e.g., telephone lines, radio signal path, VOIP, etc.) for all monitoring signals. In all cases, Customer acknowledges and agrees that it has the sole responsibility to provide and maintain all required dedicated electrical connections to the System and equipment necessary or as required by applicable local, state, NFPA, insurance, and any other applicable standards and codes. Customer further acknowledges and agrees that Cintas has no responsibility to notify Customer of any failures in the communication path or signals received, including, but not limited to, failures of the System to send any periodic confirmation that the communication path and/or System is operational.
16. NO WARRANTIES OR REPRESENTATIONS BY CINTAS REGARDING SYSTEM. CUSTOMER ACKNOWLEDGES AND AGREES THAT CINTAS HAS NOT MADE ANY REPRESENTATION OR WARRANTIES (EXPRESS OR IMPLIED) TO CUSTOMER OF ANY KIND REGARDING THE SYSTEM AT THE PREMISES IDENTIFIED UNDER THIS ALARM MONITORING AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ITS FITNESS FOR ANY PURPOSE, ITS MERCHANTABILITY, OR ITS SUITABILITY OR EFFECTIVENESS AS AN ALARM SYSTEM. UNDER THE TERMS OF THIS ALARM MONITORING AGREEMENT, NEITHER CINTAS NOR ANY SUBCONTRACTOR IS RESPONSIBLE FOR THE MAINTENANCE, SERVICE, REPAIR, OR OPERATION OF THE SYSTEM AND SHALL NOT BE LIABLE FOR ANY FAILURE OR MALFUNCTION OF THE SYSTEM TO DETECT AND COMMUNICATE SIGNALS TO THE MONITORING FACILITY.
17. Suspension of Service. Customer agrees that (i) Cintas's obligations hereunder are waived automatically without notice, and (ii) Cintas is released for and from all loss, damage, and expense in the event of a default or breach of this Alarm Monitoring Agreement by Customer or if the monitoring facility, transmission medium between the System and the monitoring facility, or the System are destroyed, damaged, altered, rendered inoperable, or malfunction for any reason whatsoever, for the duration of such interruption of service, and Customer shall be entitled to reimbursement of the unearned charge paid for the period of interruption upon Customer's request. CUSTOMER AGREES THAT THIS SHALL BE THE LIMIT OF CINTAS'S LIABILITY FOR ANY SUCH EVENT.
18. Delay or Interruption of Service. Cintas and its Subcontractors shall not be liable for delays in or interruption of Monitoring Service caused, in whole or in part, by riots, strikes, lockouts, other labor disputes, civil unrest, terrorism, war (declared or undeclared), insurrections, weather, natural phenomena, earthquakes, lightning, storms, power failures, hurricanes, tornadoes, interruption of communications (including, but not limited to, telephone, cable, cellular, satellite, internet, radio service or the malfunction of any or all such communications or communication devices for any reason whatsoever), acts of God, social instability, casualty, governmental orders, laws, rules, regulations, transportation, environmental conditions, or any other causes beyond the reasonable control of Cintas or its Subcontractors ("Force Majeure"), and all Monitoring Services shall be suspended during Force Majeure. Customer acknowledges and agrees that during any interruption of Monitoring Services for any reason including, without limitation, Force Majeure, Cintas has no duty or obligation to notify Customer of any such interruption or to supply Customer with alternative or substitute Monitoring Services, and has no liability for declining or failing to do so.
19. Consent to Intercept, Record, Disclose and Use Contents of Communications. Customer, for itself and as the authorized agent of its employees, invitees, guests, and representatives (individually and collectively, "Any Person"), consents to Cintas and any Subcontractor recording, retrieving, reviewing, copying, disclosing, and/or using the contents of all telephone and other forms of transmission or communication to which Customer and/or Any Person and Cintas or any Subcontractor are parties.
20. Default of Customer. In the event of any default by Customer, without limiting the rights of Cintas under this Alarm Monitoring Agreement or at law or equity, Cintas shall be entitled to retain all prepayments received, and Customer shall immediately pay to Cintas (i) all payments then due and payable, and (ii) ninety percent(90%) of all payments which would be due under this Alarm Monitoring Agreement for the unexpired term as liquidated damages and not as a penalty. In any such event, Cintas shall have no further obligation to perform under this Alarm Monitoring Agreement. In addition, if any suit or alternative dispute resolution proceeding is instituted and Cintas is the substantially prevailing party by judgment, award, finding, or settlement, Customer shall pay directly or reimburse Cintas for all of its costs and expenses, including, without limitation or example, consultants' and professionals' fees and costs including, without limitation or example, reasonable attorneys' fees and costs.
21. Governing Law. To the greatest extent permitted by law, this Alarm Monitoring Agreement shall be governed by the laws of the Customer is located, and it explicitly excludes any reference or resort to choice of law rules that suggest or require that the laws of another jurisdiction be applied.
22. Intentionally Omitted.
23. LIMITATION OF ACTION. ANY ACTION BY CUSTOMER AGAINST CINTAS OR ANY SUBCONTRACTOR MUST BE COMMENCED WITHIN ONE YEAR OF THE ACCRUAL OF THE CAUSE OF ACTION OR THE ACTION SHALL BE BARRED, REGARDLESS OF ANY OTHER STATUTE OF LIMITATION OR REPOSE THAT MAY APPLY TO THE CLAIM UNDER STATE OR FEDERAL LAW.

24. Authority to Execute Alarm Monitoring Agreement. Each party represents and warrants to the other party that (i) the execution, delivery, and performance of this Alarm Monitoring Agreement have been duly authorized by all necessary entity action(s), and (ii) this Alarm Monitoring Agreement constitutes a valid and binding obligation as to it, enforceable against it in accordance with its terms. The person signing this Alarm Monitoring Agreement on behalf of Customer expressly represents and warrants that he or she has all authority necessary to bind Customer to its terms.
25. Assignment. This Alarm Monitoring Agreement cannot be assigned by the Customer without the prior written consent of Cintas, which will not be unreasonably withheld. Cintas has the right to assign this Alarm Monitoring Agreement, and it may do so in its sole and absolute discretion. The Alarm Monitoring Agreement shall inure to the benefit of and be binding on the parties and their respective successors and permitted assigns
26. Waiver. No waiver of any provision of this Alarm Monitoring Agreement by a party shall be valid unless the same is in writing and signed by the party against whom it is sought to be enforced. No waiver of any provision of this Alarm Monitoring Agreement at any time will be deemed a waiver of any other provision of this Alarm Monitoring Agreement at such time, nor will it be deemed a waiver of that same provision at any other time.
27. Severability. The invalidity or unenforceability of any provision, section, or portion of a section of this Alarm Monitoring Agreement shall not affect the validity or enforceability of any other provision or section; provided, however, in the event one or more of the paragraphs "Disclaimer of Warranties and Representations," "Cintas Not an Insurer; Customer's Obligation To Obtain Insurance As Sole Recovery For Any Loss And Warranty Of Same," "Release And Indemnification Of Cintas By Customer," "Limitation Of Cintas's Liability; Liquidated Damages," and/or "No Warranties Or Representations By Cintas Regarding System" (or any portion thereof) are held by a court or other authority to be invalid or unenforceable (whether in an action involving the parties, any action involving Cintas, or any other action involving similar provisions), Cintas shall have the right to terminate this Alarm Monitoring Agreement without any liability of any type upon thirty (30) days prior written notice to Customer. Furthermore, the parties agree that in the event any of the interest rate provisions, cancellation fees, rate increases, renewal term lengths, or any other calculation of amounts due and owing Cintas under Paragraphs 1, 5, 6, or 20 are deemed to be excessive and/or unenforceable under applicable law, any such rate, fee, increase, term, or other calculation will be reduced to the maximum rate, value, or amount permitted by applicable law and will be binding upon them.
28. Prior Agreements With Others. Customer represents and warrants that (i) its cancellation or termination of any contract, and/or (ii) its execution of this Alarm Monitoring Agreement does not breach and will not breach any contract with or obligation to any other person. Customer agrees to protect, defend, indemnify, and hold harmless Cintas from and against and pay (without any condition that Cintas first pay) for all claims, demands, suits, liabilities, losses, damages, judgments, costs, and expenses, including, without limitation, attorneys' fees and court costs, arising out of or from, in connection with, as a result of, related to, or as a consequence of Customer's breach of this representation and warranty.
29. Updated Terms and Conditions and Policies. Customer acknowledges and agrees that Cintas may send copies of its various policies to Customer, including, but not limited to, amendments to these Terms and Conditions via e-mail or make them available via a web portal or other similar mechanism and that these policies are incorporated and made part of this Alarm Monitoring Agreement. To be effective, however, amendments to the Terms and Conditions must be expressly referred to as such in the e-mail, web portal, or other similar mechanism. Customer acknowledges and agrees that its continued request for service pursuant to this Alarm Monitoring Agreement and/or use and/or acceptance of the goods and/or services provided under this Alarm Monitoring Agreement constitute acceptance of any such updated Terms and Conditions and/or policies.
30. Internet Services. Cintas grants to Customer a non-exclusive, non-transferable license to use the Cintas portal via the Internet to access, input, delete, and modify Information through the internet related to the Services. Except for Customer's (a) failure to keep confidential all Intellectual Property, passwords, and other information related to the Services, (b) use of the license, the Intellectual Property, or other information related to or used in provision of the Services in any manner that negatively affects Cintas, (c) use of the license, the Intellectual Property, or other information related to or used in provision of the Services for any illegal purpose, or (d) violation of any applicable law, this license shall continue and be coextensive with the term of this Alarm Monitoring Agreement. Customer shall be solely and absolutely responsible for any information which it inputs, deletes, or modifies. Customer agrees that upon termination of this Alarm Monitoring Agreement or termination or suspension of the license by Cintas, Cintas may immediately, and without notice, disable Customer's access to the portal and cancel all passwords or other access codes.
31. Cross-Default. If Cintas and Customer are or become parties to any other agreement, Customer acknowledges and agrees that a default by Customer under this Alarm Monitoring Agreement or any other agreement between the parties shall be deemed to be a default by Customer under all such agreements, permitting Cintas, in its sole and absolute discretion, to exercise any or all of its rights under any or all of such agreements.
32. Electronic Mail Notice. If Customer elects to receive automatic electronic mail notice of certain System events (e.g., the arming or disarming of the System), Customer acknowledges, understands, and agrees that (i) any such notice is conditioned on (a) receipt of the data at Cintas's central station, (b)the proper operation of communication equipment, services, systems and networks including, without limitation, the Internet, and (c) lack of any failure, malfunction, or delay in processing or transmitting the data by Cintas's equipment or software, and (ii) Cintas is released from any liability arising out of or from, resulting from, or arising in connection with the failure, malfunction, or delay of any such notice for any reason, including Cintas's or Representative's sole, joint, or several negligence of any kind or degree.
33. Storage of Agreement and Information. Customer authorizes Cintas to store or retain this Alarm Monitoring Agreement and all information and other written materials on electronic data or other storage media and, in Cintas's sole and absolute discretion, to destroy all written documents or materials which have been stored or retained on electronic data or other storage media.
34. Intentionally Omitted.
35. Consent to Communicate to Others. Customer irrevocably authorizes and consents to Cintas communicating with U.L. (as necessary or appropriate) and Customer's insurance company and/or broker in connection with this Alarm Monitoring Agreement and/or the relationship between Cintas and Customer arising out of or from or as a result of this Alarm Monitoring Agreement; provided, that Cintas shall not be obligated or required to communicate with any other person or

entity including, without limitation, U.L. and Customer's insurance company or broker, and all such communication shall be in Cintas' sole and absolute discretion. Customer agrees that all such communications or failures to communicate shall not result in any liability of Cintas or Representatives. No third party including, without limitation, U.L. and Customer's insurance company and broker, are third-party beneficiaries of this section.

36. Taxes. Customer shall pay, remit to Cintas, or reimburse Cintas for all sales, use, value added, and any and all similar taxes (including any tax liability, interest, penalties, costs and expenses including, without limitation, reasonable attorneys', consultants', accountants', and other professional fees).
37. Time. The parties agree that time is of the essence of this Alarm Monitoring Agreement.
38. Video Systems. If the System records and/or transmits video images and/or audio, electronic, or the other forms of communication, Customer represents, warrants, covenants, and agrees that it shall at all times (i) provide and maintain adequate power and sufficient lighting for all cameras, audio devices, or other video-related equipment as recommended by the manufacturer; (ii) inform all persons who enter the Premises that their image and/or communications may be recorded and/or transmitted to others by video and/or audio equipment located on the Premises; (iii) comply with all privacy rights and laws and not use or permit the use of video and/or audio equipment where or in circumstances any person may have a reasonable expectation of privacy; (iv) use broadband (or similar transmission rate connectivity) exclusively to transmit video images and audio from any video system; (v) use the video and/or audio system for security, surveillance, and/or management services only; (vi) not use the video and/or audio system for any criminal, illegal, or otherwise unlawful activity; and (vii) obtain and keep in effect all permits or licenses required for the installation and operation of the video and/or audio system.

    Customer understands and agrees that (i) a video and/or audio system enables Customer and/or Cintas to record, store, and review images and/or communications of people on the Premises and outside of the Premises, and Customer agrees, authorizes, and consents to Cintas recording, storing, and reviewing video images and communications recorded and/or transmitted from the video and/or audio system at the Premises; (ii) video system services are limited to the area of the Premises covered by the video system images, and such coverage and/or images may be adversely affected by the camera angle, glare, lighting, contrast, etc., any of which may result in less than adequate images for the Operator to ascertain the necessity for video system services; (iii) Cintas is not liable for any delay or failure of notification due to in whole or in part to (a) any Force Majeure event including, without limitation or example, cellular provider transmission or network malfunctions, including overload of the cellular network, or (b) invalid electronic mail, text, or other electronic addresses; and (iv) any and all third-party claims related to the video and/or audio system asserted against Cintas are subject to all of the paragraphs of this Alarm Monitoring Agreement, including (but not limited to) paragraphs 11, 12, and 13, entitled "Cintas Not an Insurer; Customer's Obligation To Obtain Insurance As Sole Recovery For Any Loss And Warranty Of Same," "Release and Indemnification of Cintas by Customer." and "Limitation of Cintas's Liability; Liquidated Damages," respectively.

39. Mutual Drafting and Understanding of Alarm Monitoring Agreement. The parties acknowledge and agree that this Alarm Monitoring Agreement and all of its terms and conditions are the result of arms-length bargaining between sophisticated business entities. As a result, both parties shall be considered to be drafters of the Alarm Monitoring Agreement for purposes of interpretation, application, construction, or construing of the Alarm Monitoring Agreement. The parties also acknowledge that they have had an opportunity to consult with legal counsel of their choice regarding this Alarm Monitoring Agreement and that they have read and understand all of the terms of this Alarm Monitoring Agreement.
40. Entire Agreement; Modifications. This Alarm Monitoring Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all other agreements, understandings, or representations, whether oral or in writing, between the parties. Any prior agreements, promises, negotiations, or representations, either oral or in writing, not expressly set forth in this Alarm Monitoring Agreement are of no force or effect. No modification or amendment to this Alarm Monitoring Agreement shall be effective unless drafted by Cintas for this express purpose and signed by an authorized representative of Cintas, except as described in paragraph 29 ("Updated Terms and Conditions and Policies") above. For the purposes of this paragraph, "authorized representative" is the General Manager of the Cintas location(s) providing the goods and/or services or higher management or executive personnel of Cintas. The parties specifically agree that any document sent to Cintas by Customer subsequent to execution of this Alarm Monitoring Agreement that contains different or additional terms or that purports to modify or amend the terms of this Alarm Monitoring Agreement in any way, such as a purchase order or conditional payment, shall be of no force and effect and will not modify the terms of this Alarm Monitoring Agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant or used to supplement or explain any terms used in this Alarm Monitoring Agreement. Acceptance or acquiescence in a course of performance rendered under this Alarm Monitoring Agreement shall not be relevant to determine the meaning of this Alarm Monitoring Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and the opportunity for objection.
41. Customer's Acceptance by Allowing Performance. Customer agrees that engaging, requesting, or allowing Cintas to begin any work or provide any goods or services under this Alarm Monitoring Agreement and/or compensating Cintas for any such work, goods, and/or services constitutes acceptance of the Alarm Monitoring Agreement and all of its terms and conditions.
42. **Dispute Resolution – Arbitration and Class Waiver**. This provision shall take precedence over and supersede any contrary or conflicting provision in the Master Agreement.

    a. **Arbitration Notice**. Customer agrees to the maximum extent permitted by law that any dispute, controversy, or claim arising out of or relating to this Agreement (including its enforcement, performance, breach, arbitrability, or interpretation) or to the products or services provided hereunder will be submitted to and resolved by final and binding individual arbitration. ARBITRATION MEANS THAT AN ARBITRATOR, AND NOT A JUDGE OR A JURY, WILL DECIDE THE DISPUTE,

CONTROVERSY, OR CLAIM. BY ACCEPTING THESE TERMS, YOU AND CINTAS ARE EACH EXPRESSLY WAIVING THE RIGHT TO A TRIAL BY JURY AND TO PURSUE OR PARTICIPATE IN ANY CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE CLAIMS OR PROCEEDINGS EITHER IN ARBITRATION OR IN ANY COURT. To the extent a class or collective action or representative claim or proceeding may not be waived, you agree to stay any such actions, claims, and proceedings until after all actions, claims, and proceedings subject to arbitration are fully resolved.

b. **Arbitration Procedures**. Any arbitration between Customer and Cintas will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting Cintas. Any arbitration hearings will take place in the state in which the Customer is located; provided, however, that if the claim is for $10,000 or less, Customer may choose for the arbitration instead to conducted: (i) solely on the basis of documents submitted to the arbitrator; or (ii) through a telephonic hearing. The arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.

c. **Fees**. If Customer commences arbitration in accordance with this Agreement, arbitration fees will be assessed consistent with the AAA Rules.

d. **No Class Actions in Arbitration or in Any Court, No Jury Trial**. CUSTOMER AND CINTAS AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITIES AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, WHETHER IN ARBITRATION OR IN ANY COURT. FURTHER, UNLESS BOTH CUSTOMER AND CINTAS AGREE OTHERWISE, AN ARBITRATOR OR JUDGE MAY NOT CONSOLIDATE MORE THAN ONE PARTICIPATING PUBLIC AGENCY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.
FOR THE AVOIDANCE OF DOUBT, CUSTOMER AND CINTAS AGREE TO RESOLVE ANY DISPUTE ON AN INDIVIDUAL, NON-REPRESENTATIVE, NON-CLASS BASIS IN ARBITRATION, BUT IF FOR ANY REASON SUCH DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO HAVE THE DISPUTE PROCEED AS A CLASS ACTION OR IN ANY REPRESENTATIVE CAPACITY WHATSOEVER. IF THE DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY.

e. **Enforceability.** If the requirement to submit any and all disputes, controversies, and claims to binding arbitration is found to be unenforceable or contrary to applicable law, the dispute, controversy or claim will be resolved in accordance with, and governed by, the laws of the State in which the Participating Public Agency exists.

f. **Severability**. If any section or provision of this ¶ 2, Dispute Resolution – Arbitration and Class Waiver, is found to be unenforceable or invalid, the parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions of the parties, and the remainder will be given full force and effect.

43. **Federal Funds.** In no event will Cintas act as a subcontractor under a U.S. federal prime contractor or a subrecipient under a U.S. federal grant or cooperative agreement.

44. **Customer Funding Source**. Customer must select the appropriate response below:
Is Customer a United States federal government agency or instrumentality, or will Customer pay for the goods and services ordered under this Agreement with any United States government funds?

___No

___Yes (If Yes, Customer must provide any applicable U.S. government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this agreement).

45. **Additional Terms.** Customer must select the appropriate response below:
Does Customer require any additional terms and conditions to be incorporated into this Agreement, or is Customer accepting the Agreement without additional terms?

___ No additional terms needed

___ Additional terms required (If so, Customer must provide any applicable additional terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this agreement).

NOTICE TO CUSTOMER. BY AGREEING TO THIS ALARM MONITORING AGREEMENT, CUSTOMER EXPLICITLY ACKNOWLEDGES AND ACCEPTS PARAGRAPHS 10-13 AND 15

OF THIS ALARM MONITORING AGREEMENT, WHICH DISCLAIM WARRANTIES AND REPRESENTATIONS, ACKNOWLEDGE CINTAS IS NOT AN INSURER AND REQUIRES CUSTOMER TO OBTAIN INSURANCE, LIMIT CINTAS'S LIABILITY FOR AND/OR RELEASE CINTAS FROM ANY LIABILITY RELATED IN ANY WAY TO THE ALARM MONITORING AGREEMENT, AND REQUIRE CUSTOMER TO INDEMNIFY CINTAS FOR ANY LOSSES RELATED IN ANY WAY TO THE ALARM MONITORING AGREEMENT. READ THE ENTIRE AGREEMENT BEFORE SIGNING.

CUSTOMER:

Cintas Loc. No: _____Please Sign
Name_____

By: _____Please Print Name
_____

Title: _____Please Print
Title_____

Accepted-GM:
_____Email
_____

SCHEDULE A

Alarm Monitoring Service Agreement

Monitored Premises Address List

SITE	SITE NAME	SITE ADDRESS	CITY	STATE	ZIP	PHONE
1						
2						
3						
4						
5						
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SCHEDULE B

Alarm Monitoring Service Agreement

Customer Contact List and First Responders List

Customer Name:			Effective Date:	
Monitored Address:		City:	State:	Zip:
Phone:		Fax:		
Contact Name:	Contact Title:		Contact Email:	
Billing Name:	Billing Address:			
City:	State:	Zip:	Billing Phone:	
AP Contact Name:		AP Contact Phone:		
AP Contact Email:			Payment Terms:	
Purchase Order:	Payment Portal: ☐ yes ☐ no		Name of Portal:	

Enter Telephone Contact Numbers for Desired Customer Contacts Below:
NOTE: Each Call List contact must have a distinct passcode.

CONTACT NAME	CELL PHONE #	LANDLINE PHONE #	PASSCODE

Enter Telephone Contact Numbers for First Responder Agencies Below:
NOTE: Cintas has no responsibility for determining or verifying whether the agencies, first responders, or the numbers you provide below are the proper authorities or first responder agencies for the jurisdiction where the Premise(s) are located.

AGENCY TYPE	FIRST RESPONDER AGENCY NAME	AGENCY PHONE #
Fire		
Medical		
Police		
Other		

3. Cintas Workplace Solutions RFP Pricing Sheet

University of Nebraska Pricing

Pricing provided on National Pricing sheets must be used to determine pricing provided for University of Nebraska items and will be verified.

Item	U/M	Description	Vendor ID/ Part Number	Sizes Available	Unit Weekly Rental Cost (Cost for 1)	Unit Weekly Rental Cost for Extended Sizes (Cost for 1)	Rental Cost for 11 Regular Sizes (Unit Weekly Rental Cost x 11)	Rental Cost for 11 Extended Sizes (Unit Weekly Rental Cost x 11)	Purchase Unit Cost	Estimated Usage per Year
1.	PR	Coveralls, 65% Polyester - 35% Cotton, Long Sleeve, 2 breast pockets, zipper. Colors Dark Blue, Orange, Light Blue.	912	36-56, 40-52 Long	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	1
2.	PR	Coveralls, 65% Polyester - 35% Cotton, Short Sleeve, 2 breast pockets, zipper. Colors Dark Blue Orange.	912	36-56, 40-52 Long	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	1
3.	PR	Coveralls, 100% Cotton, Long Sleeve, 2 breast pockets, zipper. Colors Dark Blue, Orange, Light Blue.	910	36-56, 42-48 Long	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	1
4.	PR	Coveralls, 100% Cotton, Short Sleeve, 2 breast pockets, zipper. Colors Dark Blue, Orange, Light Blue.	910	36-56, 42-48 Long	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	1
5.	EA	Shirts, 65% Polyester - 35% Cotton, Long Sleeve, 7 button closure with top button snap, 2 breast pockets with button down flaps, Men's and Women's Styles. Colors Light Blue, White, Navy Blue, Postman Blue, Forest Green, Orange, Khaki, Gray w/Red & White Stripes, Light Gray.	935	S-4XL, Reg and Long	[redacted]					1
6.		Shirts, 65% Polyester - 35% Cotton, Short Sleev 7 button closure wi h top button snap, 2 breast pockets wi h button down flaps, Men's and Women's Styles. Colors Light Blue, Whi e, Na Blue, Postman Blue, Forest Green, Orange, Kha , Gray w/Red & White Stripes, Light Gray.	935	S-4XL, Reg d Long						1
7.	EA	Shirts, 100% Cotton, Long Sleeve, 7 button closure with top snap, 2 breast pockets with button down flaps, Men's and Women's Styles. Colors White, Light Blue with Dark Blue Pinstripes, Khaki, Light Blue, Light Gray, Traffic Orange.	330	S-3XL	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	1
8.	EA	Shirts, 100% Cotton, Short Sleeve, 7 button closure with top snap, 2 breast pockets with button down flaps, Men's and Women's Styles. Colors White, Light Blue with Dark Blue Pinstripes, Khaki, Light Blue, Light Gray, Navy Blue, Postman Blue, Forest Green, Traffic Orange.	330	S-3XL	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	1
9.	EA	Shirts, Polo, 100% Spun Polyester Knit pique, hemmed sleeve, no curl collar, soil release, moisture management, 3 tortoiseshell type buttons. Colors Determined upon award.	275	S-5XL, L-5XL Long	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	1
10.	EA	Shirts, Polo, 50% Polyester - 50% Cotton, Long Sleeve. Colors Determined upon award.	259	S-5XL, L-5XL Long	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	3065
11.	EA	Shirts, Polo, 50% Polyester - 50% Cotton, Short Sleeve. Colors Determined upon award.	259	S-3XL	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	1
12.	EA	Jacket, Industrial, Zipper Closure. Colors Dark Blue, Hunter Green.	970	XS-4XL, S-4XL Long	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	1
13.	PR	Pants, 65% Polyester - 35% Cotton, perma press, zipper fly with button closure, 4 lined pockets, five (5) 1-1/2" belt loops. Men's and Women's (women's elastic waist shall be optional). Colors Dark Blue, Hunter Green, Charcoal, additional colors determined upon award.	945	28-50	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	1
14.	PR	Pants, 100% Heavyweight Denim Cotton, two (2) lined 6" deep front pockets, 2 rear lined pockets, 1 watch pocket, seven (7) 2" belt loops, pre-washed/shrunk, zipper fly with metal post closure, Dickies or equal, Men's and Women's styles (women's elastic waist shall be optional). Colors Dark blue, Hunter Green, Charcoal.	340	28-56	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	1
15.	PR	Pant, Painters, 100% Cotton. Color White	945	30-50	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	1

16	EA	Lab Coat, Industrial, 65% Polyester 35% Cotton, Long Sleeve 2 pockets button down Color White	72174	XS-6XL	[redacted]						
17	EA	Patches - University Seal, Cloth, 4" Diameter, stiff backing, sewn onto left shoulder of all shirts and coveralls	N/A	N/A	[redacted]						1
18	EA	Patches - Department Logos, cloth, 3" Diameter, stiff backing, sewn onto right shoulder of all shirts and coveralls	N/A	N/A	[redacted]						1
19	EA	Patches - Park & Recreation, Cloth, 6-1/4" x 4", white background and green lettering and embroidered design per attached example, sewn on left sleeve of shirts and jackets.	N/A	N/A	[redacted]						1
20	EA	Patches - Name Cloth, 1-1/2" x 3-1/2", stiff backing. Sewn approximately 3/4" above wearer's left pocket of all shirts and coveralls	N/A	N/A	[redacted]						1
21	EA	Bath Towels, Absorbent white, cotton, loop weave approximately 20" x 40"	TBD	N/A	[redacted]						1
22	EA	Dish Towels, White Cotton or Microfiber approximately 12" x 20"	2700	N/A	[redacted]						1
23	EA	Shop Towel, Standard, Reusable Industrial, 100% cotton, minimum 15" x 17", orange, free of metal cuttings or shavings	2160	N/A	[redacted]						169660
24	EA	Floor Mats 3' x 4', rubberized backing, good quality black, gray or brown	843XX	N/A	[redacted]						1
25	EA	Floor Mats, 3' x 5', rubberized backing, good quality, dark blue or black, grey or brown	843XX	N/A	[redacted]						117
26	EA	Floor Mats, 3' x 10', rubberized backing, good quality, dark blue or black, grey or brown	840XX	N/A	[redacted]						1147
27	EA	Floor Mats 4' x 6', rubberized backing, good quality, dark blue black mocha, grey or brown.	844XX	N/A	[redacted]						396
28	EA	Anti-Fatigue Mats 2 ½' x 5', nitrile rubber, black	1801	N/A	[redacted]						1
29	EA	Scraper Mats, 3' x 5', skid resistant, black	2477	N/A	[redacted]						1
30	EA	Safety Mats 3' x 5'	84302	N/A	[redacted]						1
31	EA	Flow-Thru Shower Mat 3' x 5', rubber, slip resistant, black	1810	N/A	[redacted]						1
32	EA	Prep charges per shirt, coveralls and jacket for removal and reapplication of patches & emblems to garment based on size color change, or from short sleeve to long sleeve garment permitted one-time per year per employee	One Time Cost	N/A	[redacted]						N/A
					GRAND TOTAL:						

***We have included the lost replacement rates for each of the items listed. Purchase rates for garments listed are for garments that meet the required specifications but are not manufactured for an industrial wash.*

**** Most products available in multiple colors and size options*

University of Nebraska Pricing - University Owned

	U/M	Description	Unit Cost	Extension	Estimated Usage per Year
	EA	Weekly laundering of University-Owned Jacket, if required.	[redacted]		1
	EA	Weekly laundering of University-Owner Safety Vests, if required.	[redacted]		1
	EA	Application/Sewing of University-Provided Patches to Contractor-furnished clothing , if required.	[redacted]		1

Cintas has the ability to apply emblems but the pricing will be determined on a case by case basis.

University of Nebraska Pricing - Mats

Instructions: Provide the percentage discount off a verifiable price list for each of the categories listed below. Indicate tiers for volume discounts and the corresponding percentage discount off a verifiable price list. For example 0-50 mats = X% off each mat; 51-300 mats = X% off each mat, etc.

	Rental with Weekly Delivery *indicate if Rental is not available in a category with "n/a"*	**Purchase** *indicate if Purchase is not available in a category with "n/a"*	**Estimated Usage Per Year**
Anti - Fatigue Mats	[redacted]	[redacted]	1
Scraper Mats	[redacted]	[redacted]	1147
Safety Mats	[redacted]	[redacted]	1
Flow - Thru Shower Mats	[redacted]	[redacted]	1
Bar Mats	[redacted]	[redacted]	1
List other product categories not listed above and their corresponding discount			

Cintas proposed pricing on University Pricing - Discounts tab is structured to allow any participating agency to benefit from the same competitive and consistent rates, regardles of size, volume etc.

University of Nebraska - Towels & Linens

Instructions Provide the percentage discount off a verifiable price ist for each of the categories listed below. Indicate tiers for volume discounts and the corresponding percentage discount off a verifiable price list. For example 0-100 cloths = X% off each cloth; 101-300 cloths = X% off each cloth, etc.

	Rental with Weekly Delivery *indicate if Rental is not available in a category with "n/a"*	**Purchase** *indicate if Purchase is not available in a category with "n/a"*	**Estimated Usage Per Year**
Table Linens & Napkins	[redacted]	[redacted]	1
Bed Linens	[redacted]	[redacted]	1
Towels and Wiping Cloths	[redacted]	[redacted]	1
Industrial Towels	[redacted]	[redacted]	1
Towel Cans	[redacted]	[redacted]	1
List other product categories not listed above and their corresponding discount			

Cintas proposed pricing on University Pricing - Discounts tab is structured to allow any participating agency to benefit from the same competitive and consistent rates, regardles of size, volume etc.
****N/A denotes products that Cintas does not rent.***

University of Nebraska Pricing - Mops

Instructions: Provide the percentage discount off a verifiable price list for each of the categories listed below. Indicate tiers for volume discounts and the corresponding percentage discount off a verifiable price list. For example 0-100 mops = X% off each mop; 101-300 mops = X% off each mop, etc.

	Rental with Weekly Delivery *indicate if Rental is not available in a category with "n/a"*	**Purchase** *indicate if Purchase is not available in a category with "n/a"*	**Estimated Usage per Year**
Treated Dust Mops	[redacted]	[redacted]	1
Wet Mops			1
Handles for Mops			1
List other product categories not listed above and their corresponding discount			

Cintas proposed pricing on University Pricing - Discounts tab is structured to allow any participating agency to benefit from the same competitive and consistent rates, regardles of size, volume etc.

University of Nebraska Pricing - Safety Supplies

Description	U/M	Unit Cost	Make/Model of Quote Item	Estimated Usage Per Year	Notes | Pertaining to all items: only billing on service
Heavy Duty Soap Scrub Service - 1000 mL	EA	[redacted]	9314	1	*Quoting on svc not refill
Moisturizing Soap Refill - 1000 mL	EA		9312	1	*Quoting on svc not refill
Antibacterial Gel Soap Service - 1000 mL	EA	$	9326	1	*Quoting on svc not refill
Lens/Screen Pads 100/BX	EA	$	280020	2	
Burn Relief Packet/6PK	BAG	$	163050	1	
Woundseal Pour Pack (2)	EA	$	1030300	2	
Allergy Relief Tablet Med	BX	$	119260	4	
Aleve Small	BAG	$	121220	1	
Dayquil Severe Small	BAG	$	573772	1	
Mucinex Small	BAG	$	79191	1	
Ibuprofen Tabs Small	BX	$	111929	1	
Ibuprofen Tabs Medium	BX	$	111989	1	
Ibuprofen Tabs Large	BX	$	111999	1	
Cold Relief Max/Str Small	BX	$	113029	1	
Cold Relief Max/Str Medium	BX	$	112039	1	
Liquid Bandage Small	BAG	$	12221	1	
Tweezers, Metal IND/3PK	PAC	$	150110	2	
Hand Sanitizer Small	BAG	$	51030	1	
Eyewash, 1/2oz medium	BX	$	130100	1	
Glucose, Small	PAC	$	122249	1	
Lipaid, Small	BAG	$	102435	1	
Biofreeze Muscle Relief, Small	BAG	$	102640	1	
Anti-Diarrheal Caplets, Small	BX	$	119250	1	
X-Long Bandage Medium	BX	$	43729	1	
Cool & Soothe 6/BOX	BX	$	164010	1	
Pain Away X-Strength Small	BAG	$	111659	1	
Waterproof Clear Strips	BX	$	43658	1	
Elastic Strip Medium	BX	$	44269	1	
Aspirin Org St. 50 CT	BX	$	111230	1	
Thera Tears Small	PAC	$	130000	1	
Triple Antibiotic Ointment Medium	BX	$	100019	1	
Large Patch 2"x3", Medium	BX	$	44429	1	

University Pricing - Category & Other Discounts

Category	Discount (% from published /book rate)	Verifiable Published Price List ID	Comments
Uniform Rental	See column D&E	[redacted]	[redacted]
Uniform Leasing			
Uniform Purchase			
Shoe Purchase			
Mat/Mop Rental			
Mat/Mop Leasing	Service not available		
Mat/Mop Purchase	See column D&E	[redacted]	
Restroom Supplies			
Restroom Services			
Deep Cleaning Services			
First Aid/Safety Supplies		[redacted]	[redacted]
AEDs			
Fire Protection Services		[redacted]	[redacted]
Promotional Produ		[redacted]	[redacted]
Miscel aneous			
Other			
Additoinal Discounts Offered	Please see details above by product category		
Volume Discount			
Ecommerce Rebate			
Sole Vendor Dicsount			
Other			

University of Nebraska Pricing - Miscellaneous

State percentage discounts off for the following.	
Percentage Discount off the published retail price guide(s) offered for all other items not specifically listed in the Pricing Workbook.	***Please see "University Pricing - Discounts" tab for details by product category***
Catalog(s) Name: *Catalog(s) Name:* *Online Catalog Website:*	
Agency Owned Garment - Contractor Laundered	
Custom embroidering of logos and/or names	
Preparation charges per garment for removal and application of new patches and emblems on the same garment heat s aled or ewn.	
R mova of patc es and embl ms from one garment and reapplication on a different garment, heat sealed or sewn.	
Application of a new patch or emblem to a garment, heat sealed or sewn.	
Seasonal uniform change per garment (e.g. change one shirt from long sleeve to short sleeve)	
Uniform color change per garment (e.g. change one shirt from grey to blue)	
Steam Tunneling garments	
Pressing of garments	
Garment Loss Protection Program	

Provide a list of services (and their corresponding fee) to be made available to Contract users not specifically listed elsewhere:	
Premium Charge	$
Uniform Advantage	
Emblems	
Emblem/Prep Advantage	
Minimum Stop	$

Describe turnaround time and delivery requirements. Define any additional charges for delivery such as excessive deliveries or remote locations and state additional fees for these types of deliveries.
Cintas rental service programs provide personal delivery at a predefined frequency on a regularly scheduled day and time. Temporary garments are used only if there is a shortage of clean delivered garments, and this is a rare occurrence. The need for temporary garments is known by Cintas prior to clean delivery by the use of our garment inventory control process. If needed, the garments used for temporary replacement will be a used garment of like quality to the garment that is being replaced. Cintas rarely experiences backorders in our core rental product line however in the event there is a backorder our goal is to replenish in 30 days or less.
One of the goals of a national contract is to allow agencies to easily audit the price they are paying under a contract. Describe how users across the nation will be able to determine their pricing (including the provision of uniforms or other products, delivery, laundering, repair and maintenance) under the national contract using the information contained within the pricing workbook. Describe any regional pricing differences or other factors that will influence an agency's price.
The program will be communicated to the local sales force via a "Program Requirements Document" which will contain details of the program. This serves to ensure that the service and the pricing at each of your locations conforms to the Master Service Agreement and is controlled by our Account Team.
Describe how rental uniforms are amortized and how Replacement Charges are calculated.
If Customer has ordered from Company a garment rental service requiring embroidered garments that may not be standard to Company's normal rental product line. Those non-standard products will be designated as such under-Garment Description in Exhibit C. In the event Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement for any reason other than documented quality of service reasons which are not cured, Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values. Cintas deems a garment "damaged" if it is beyond normal repair and not due to normal wear and tear. Specifically, as noted on the Cintas general agreement, "In the event any Merchandise is lost, stolen or is not returned to Company, or is destroyed or damaged by fire, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said Merchandise at the then current Loss/Damage Replacement Values."
Describe how emergency requests for uniforms are handled.
Local facilities should direct rush requests to the local Customer Service Departments of their corresponding Cintas service centers. Every effort will be made locally to accommodate rush requests.

Items not specifically listed in catalogs are available under the contract as "specialty items."

****Cintas proposed pricing is structured to allow any participating agency, regardles of size, volume etc. to benefit from the same competitive and consistent rates.***

National Pricing - Uniforms

Instructions: Provide the percentage discount off a verifiable price list for each of the categories listed below. Indicate tiers for volume discounts and the corresponding percentage discount off a verifiable price list. For example 0-5,000 shirts = X% off each shirt; 5,001-10,000 shirts = X% off each shirt, etc.

	Rental with Weekly Delivery *indicate if Rental is not available in a category with "n/a"*		**Purchase** *indicate if Purchase is not available in a category with "n/a"*	
	Regular Size	**Extended Size**	**Regular Size**	**Extended Size**
Industrial Wear				
Belts	Please see University Pricing - Discounts Tab for details by product category			
Coveralls				
Jackets				
Pants				
Shirts				
Shorts				
Safety and Protective Wear (including Flame Resistant clothing)				
Boots	Please see University Pricing - Discounts Tab for details by product category			
Coveralls				
Jackets				
Pants				
Shirts				
Arc Suit				
Vests				
Caps and Headwear				
Corporate Casual Wear				
Accessories	Please see University Pricing - Discounts Tab for details by product category			
Belts				
Dresses				
Jackets				
Pants				
Polo's and T-shirts				
Sweatshirts				
Shirts				
Skirts				
Slacks				
Sweaters				
Vests				

Executive Wear	
Accessories	Please see University Pricing - Discounts Tab for details by product category
Belts	
Blazers	
Blouses/Tops	
Dresses	
Jackets	
Neckwear	
Pants	
Shirts	
Skirts	
Slacks	
Sweaters	
Vests	
Healthcare	
Lab Coats	Please see University Pricing - Discounts Tab for details by product category
Scrubs, top	
Scrubs, pant	
Chef and Kitchen Wear	
Aprons	Please see University Pricing - Discounts Tab for details by product category
Caps and Headwear	
Chef Coats	
Neckwear	
Chef Pants	
Shirts	
Food Service	
Aprons	Please see University Pricing - Discounts Tab for details by product category
Belts	
Blouses/Tops	
Caps and Headwear	
Shirts	
Pants	
Shorts	
Skirts	
Housekeeping	
Aprons	Please see University Pricing - Discounts Tab for details by product category
Dresses	
Pants	
Shirts & Tunics	

Outerwear				
Caps and Headwear	Please see University Pricing - Discounts Tab for details by product category			
Coats				
Gloves				
Jackets				
Sweat Shirts				
Swimwear				
Other:				
Laundry Racks	Please see University Pricing - Discounts Tab for details by product category			
List other product categories not listed above and their corresponding discount				

All products and services are available to the University of Nebraska
State the name of the Price List from which discounts shall be taken: TBD
Submit instructions on accessing your on-line Price List or Catalog with your proposal.

National Pricing - Mats

Instructions: Provide the percentage discount off a verifiable price list for each of the categories listed below. Indicate tiers for volume discounts and the corresponding percentage discount off a verifiable price list. For example 0-50 mats = X% off each mat; 51-300 mats = X% off each mat, etc.

	Rental with Weekly Delivery *indicate if Rental is not available in a category with "n/a"*	**Purchase** *indicate if Purchase is not available in a category with "n/a"*
Anti - Fatigue Mats	[redacted]	[redacted]
Scraper Mats		
Safety Mats		
Flow - Thru Shower Mats		
Bar Mats		
List other product categories not listed above and their corresponding discount		

Cintas proposed pricing on University Pricing - Discounts tab is structured to allow any participating agency to benefit from the same competitive and consistent rates, regardles of size, volume etc.

National Pricing - Mops

Instructions: Provide the percentage discount off a verifiable price list for each of the categories listed below. Indicate tiers for volume discounts and the corresponding percentage discount off a verifiable price list. For example 0-100 mops = X% off each mop; 101-300 mops = X% off each mop, etc.

	Rental with Weekly Delivery *indicate if Rental is not available in a category with "n/a"*	**Purchase** *indicate if Purchase is not available in a category with "n/a"*
Treated Dust Mops	[redacted]	[redacted]
Wet Mops		
Handles for Mops		
List other product categories not listed above and their corresponding discount		

Cintas proposed pricing on University Pricing - Discounts tab is structured to allow any participating agency to benefit from the same competitive and consistent rates, regardles of size volume etc.

National Pricing - Towels & Linens

Instructions: Provide the percentage discount off a verifiable price list for each of the categories listed below. Indicate tiers for volume discounts and the corresponding percentage discount off a verifiable price list. For example 0-100 cloths = X% off each cloth; 101-300 cloths = X% off each cloth, etc.

	Rental with Weekly Delivery *indicate if Rental is not available in a category with "n/a"*	**Purchase** *indicate if Purchase is not available in a category with "n/a"*
Table Linens & Napkins	[redacted]	[redacted]
Bed Linens		
Towels and Wiping Cloths		
Industrial Towels		
Towel Cans		
List other product categories not listed above and their corresponding discount		

Cintas proposed pricing on University Pricing - Discounts tab is structured to allow any participating agency to benefit from the same competitive and consistent rates, regardles of size, volume etc.

National Pricing - Safety Supplies

Description	U/M	[redacted]	Make/Model of Quote Item	Notes | Pertaining to all items: only billing on service
Heavy Duty Soap Scrub Service - 1000 mL	EA		9314*	*Quoting on svc not refill
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Lens/Screen Pads 100/BX	EA		280020	
Burn Relief Packet/6PK	BAG		163050	
Woundseal Pour Pack (2)	EA		1030500	
Allerrx Relief Tablet Med	BX		119260	
Aleve Small	BAG		121220	
Dayquil Severe Small	BAG		573772	
Mucinex Small	BAG		79191	
Ibuprofen Tabs Small	BX		111929	
Ibuprofen Tabs Medium	BX		111989	
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Cold Relief Max/Str Small	BX		113029	
Cold Relief Max/Str Medium	BX		112039	
Liquid Bandage Small	BAG		12221	
Tweezers, Metal IND/3PK	PAC		150110	
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Lupaid, Small	BAG		102425	
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Aspirin Org St. 50 CT	BX		111230	
Theri Tears Small	PAC		130000	
Triple Antibiotic Ointment Medium	BX		100819	
Large Patch 2"x3", Medium	BX		44429	

		[redacted]
Uniform Rental	See column D&E	
Uniform Leasing		
Uniform Purchase		
Shoe Purchase		
Mat/Mop Rental		
Mat/Mop Leasing	Service not available	
Mat/Mop Purchase	See column D&E	
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Restroom Services		
Deep Cleaning Services		
First Aid/Safety Supplies		
AEDs		
Fire Protection Services		
Promotional Products		
Miscellaneous		
Other		
Additginal Discounts Offered	Please see details above by product category	
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Ecommerce Rebate		
Sole Vendor Dicsount		
Other		

National Pricing - Miscellaneous

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Agency Owned Garment - Contractor Laundered	
Custom embroidering of logos and/or names	
Preparation charges per garment for removal and application of new patches and emblems on the same garment heat s aled or ewn.	
R mova of patc es and embl ms from one garment and reapplication on a different garment, heat sealed or sewn.	
Application of a new patch or emblem to a garment, heat sealed or sewn.	
Seasonal uniform change per garment (e.g. change one shirt from long sleeve to short sleeve)	
Uniform color change per garment (e.g. change one shirt from grey to blue)	
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Garment Loss Protection Program	
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Emblem/Prep Advantage	
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Describe how emergency requests for uniforms are handled.
Local facilities should direct rush requests to the local Customer Service Departments of their corresponding Cintas service centers. Every effort will be made locally to accommodate rush requests.

Items not specifically listed in catalogs are available under the contract as "specialty items."

4. Cintas Response to University of Nebraska RFP No. 3702-22-4618, Workplace Solutions/eBid Invitation

Separately Attached.

5. University of Nebraska RFP No. No. 3702-22-4618, Workplace Solutions

Separately Attached.

6. Attachment A to Solicitation (Requirements for National Cooperative Contract to be Administered by OMNIA Partners; inclusive of Exhibits A through H), as modified by Cintas and agreed by OMNIA ("Attachment A")

ATTACHMENT A

OMNIA®
PARTNERS

Requirements for National Cooperative Contract To Be Administered by OMNIA Partners

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

Exhibit A – Response for National Cooperative Contract

Exhibit B – Administration Agreement, Example

Exhibit C – Master Intergovernmental Cooperative Purchasing Agreement, Example

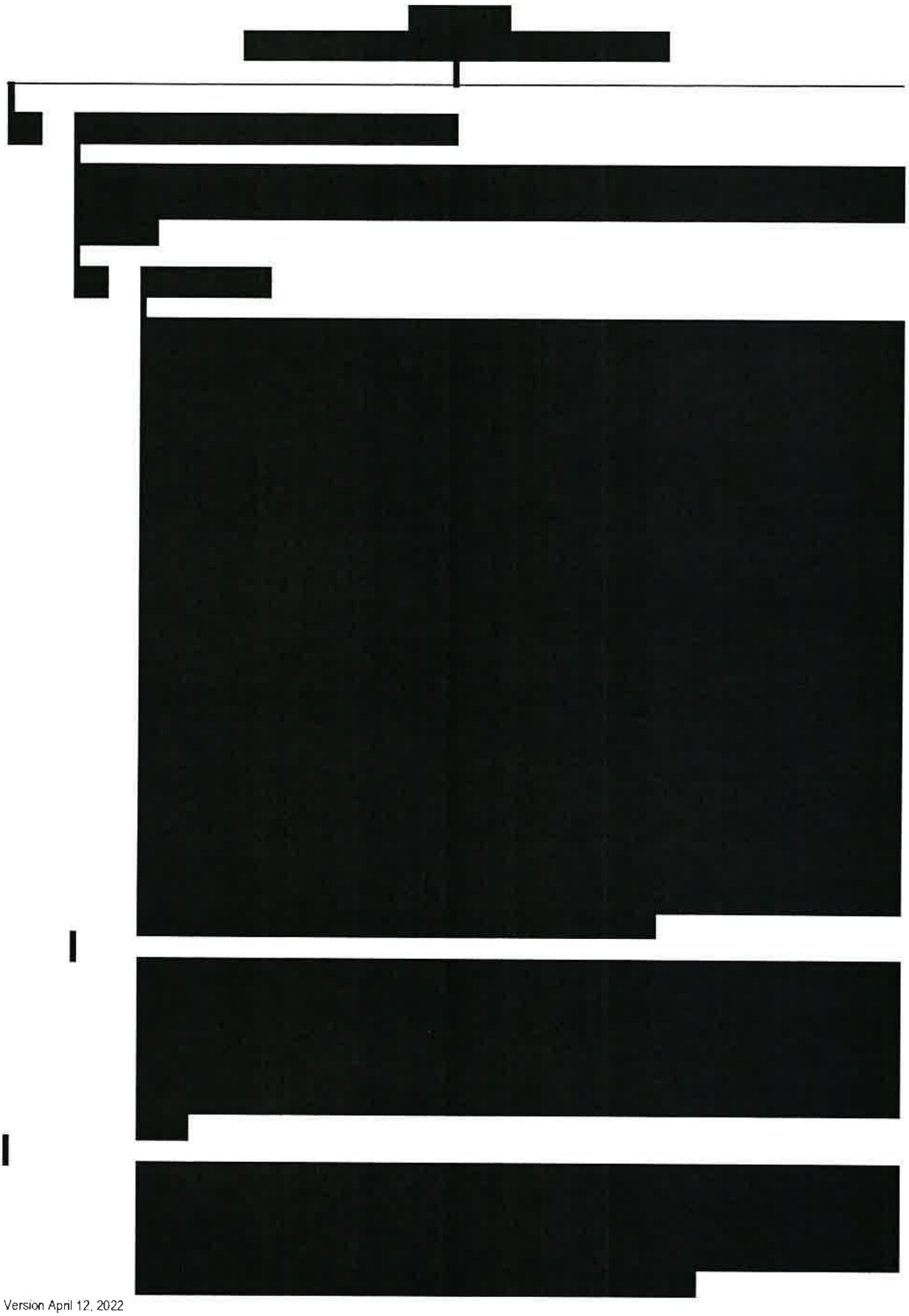
Exhibit D – Principal Procurement Agency Certificate, Example

Exhibit E – Contract Sales Reporting Template

Exhibit F – Federal Funds Certifications

Exhibit G – New Jersey Business Compliance

Exhibit H – Advertising Compliance Requirement



These requirements are incorporated into and are considered an integral part of this

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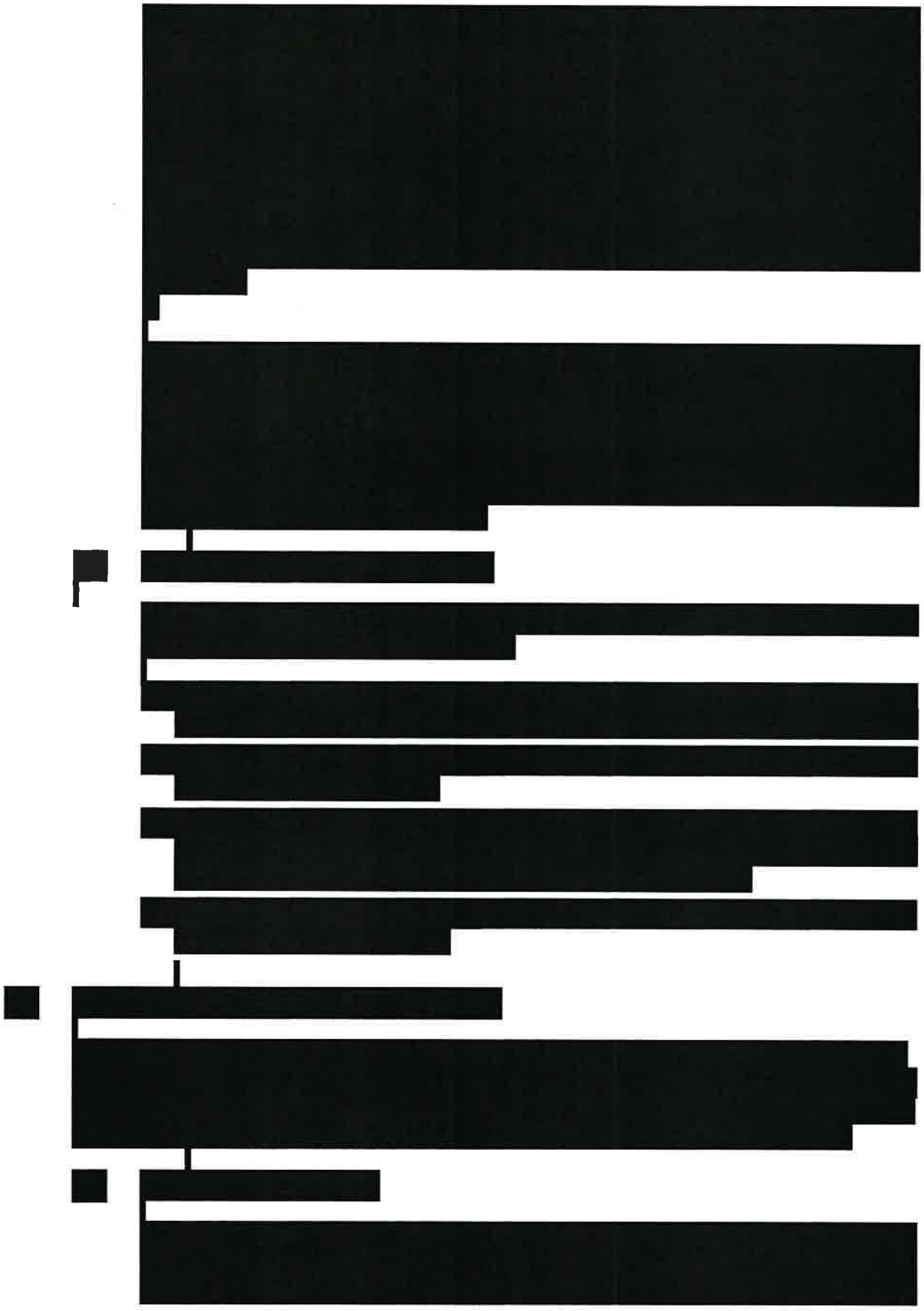
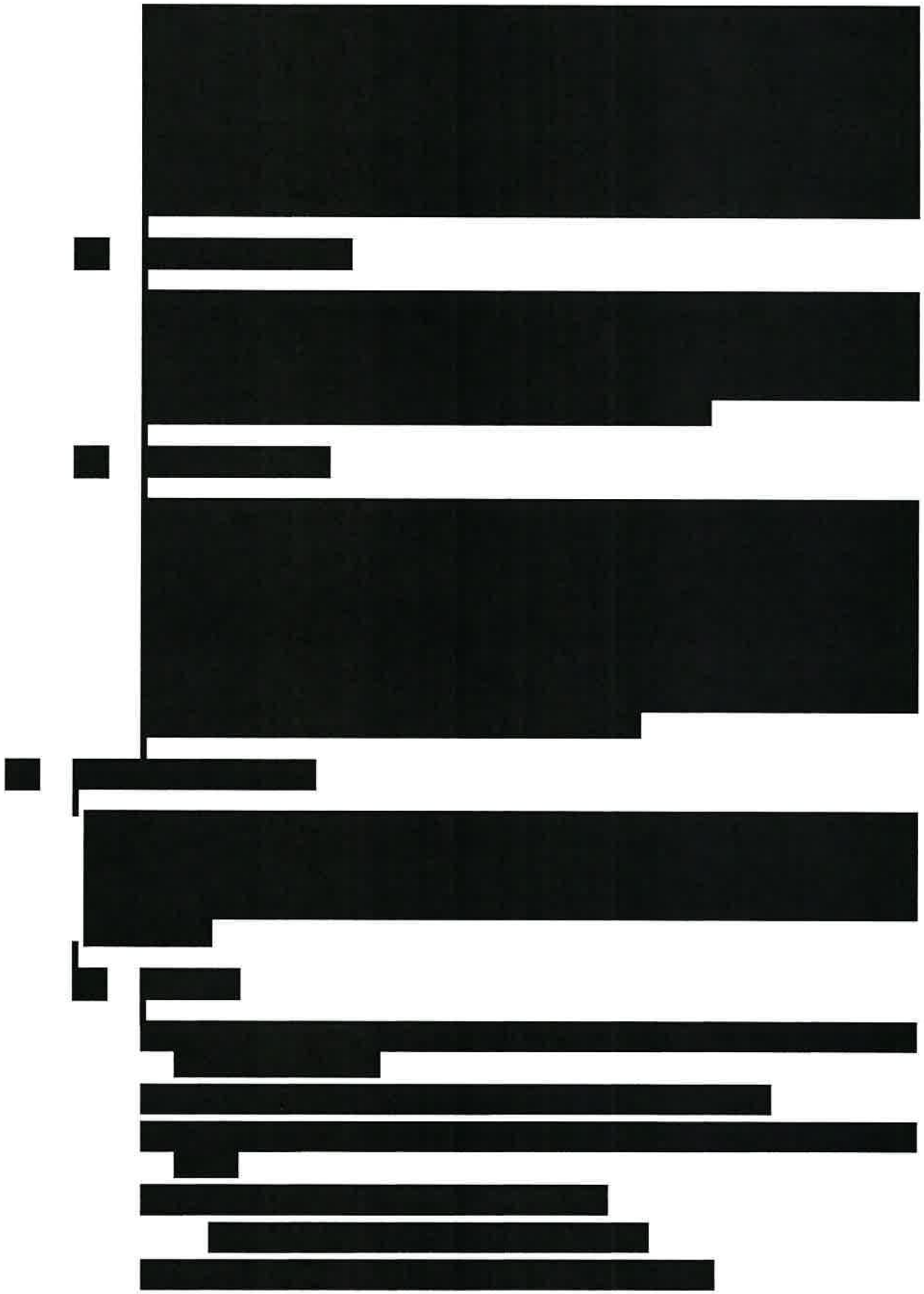
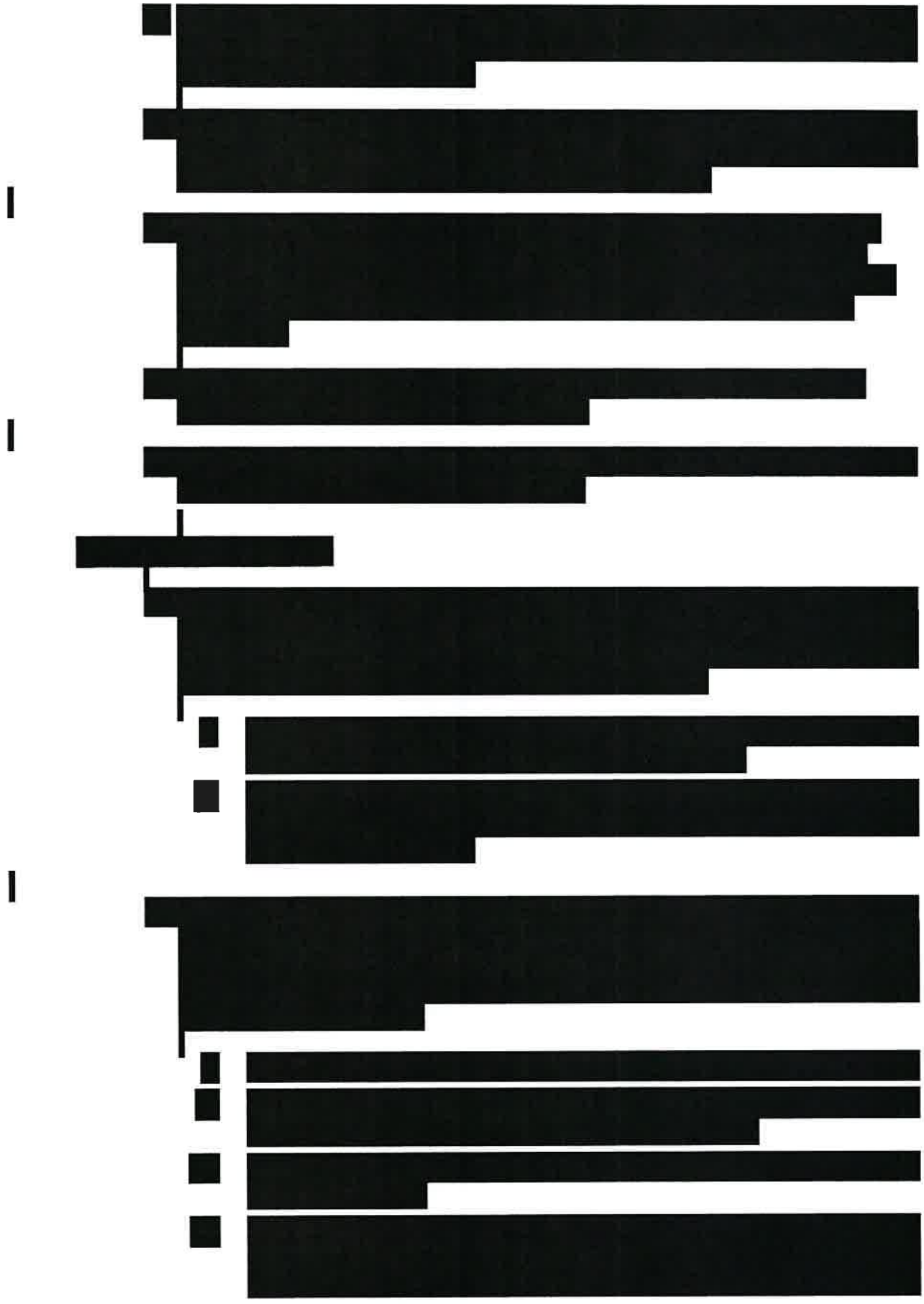




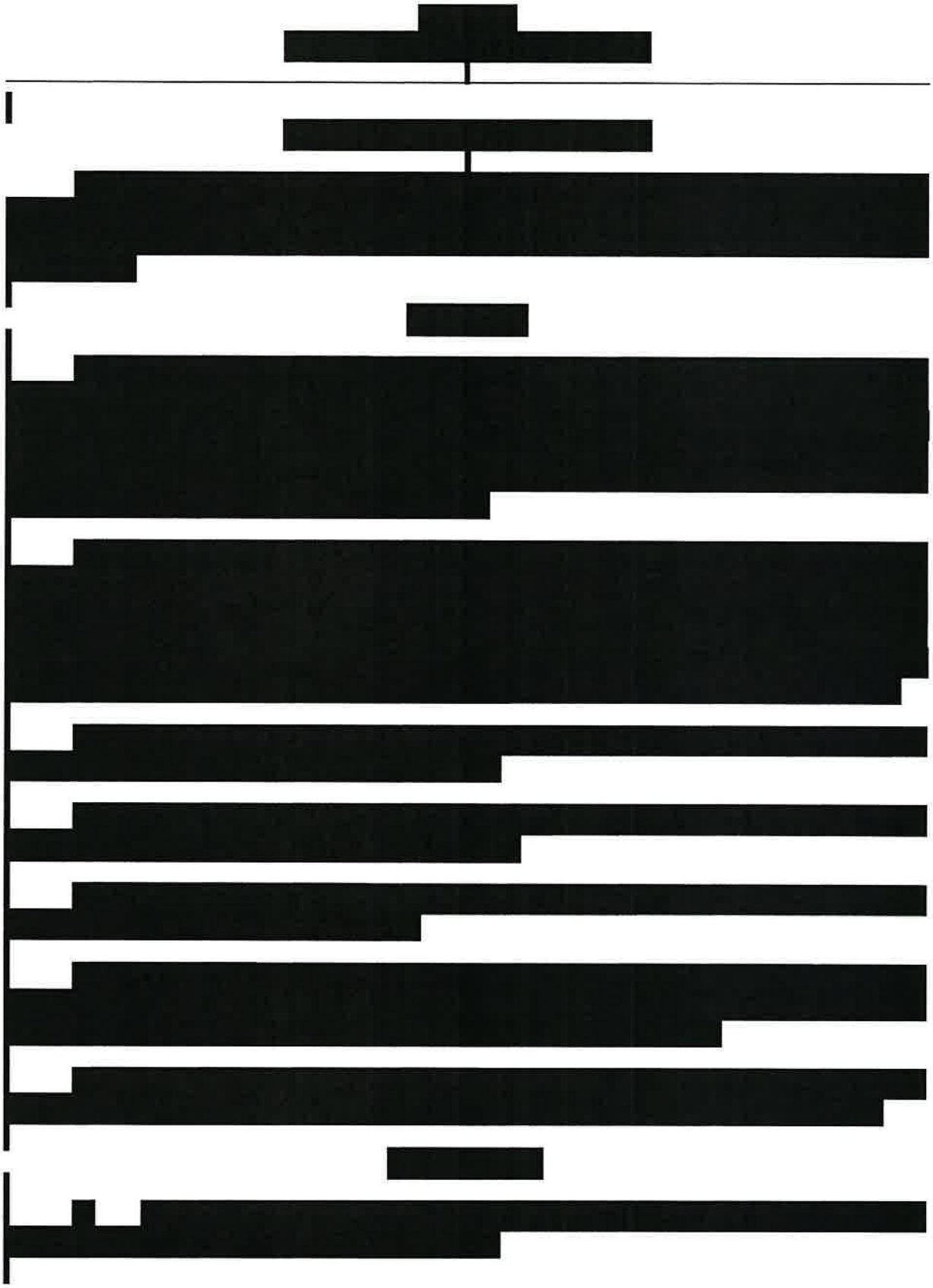


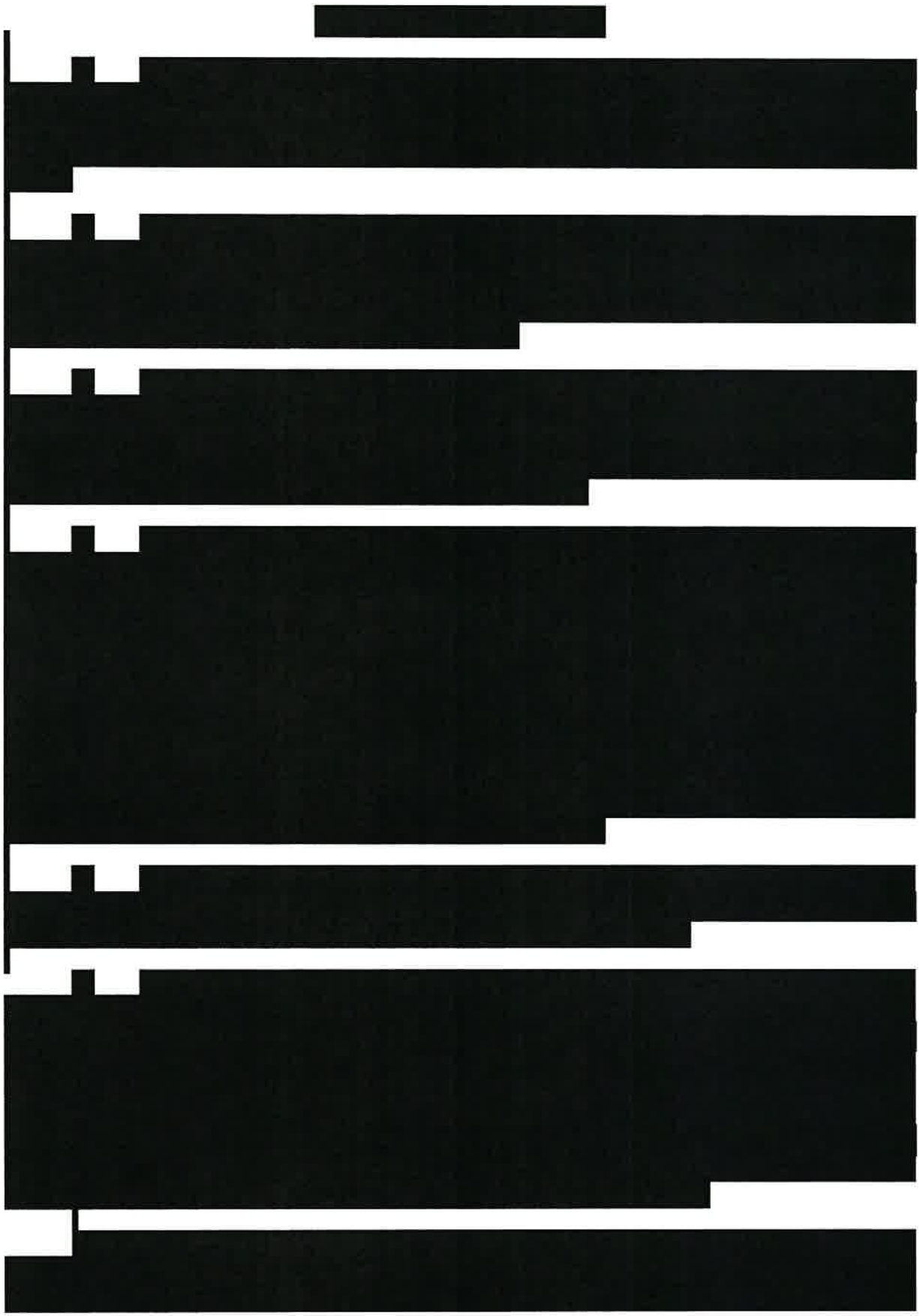


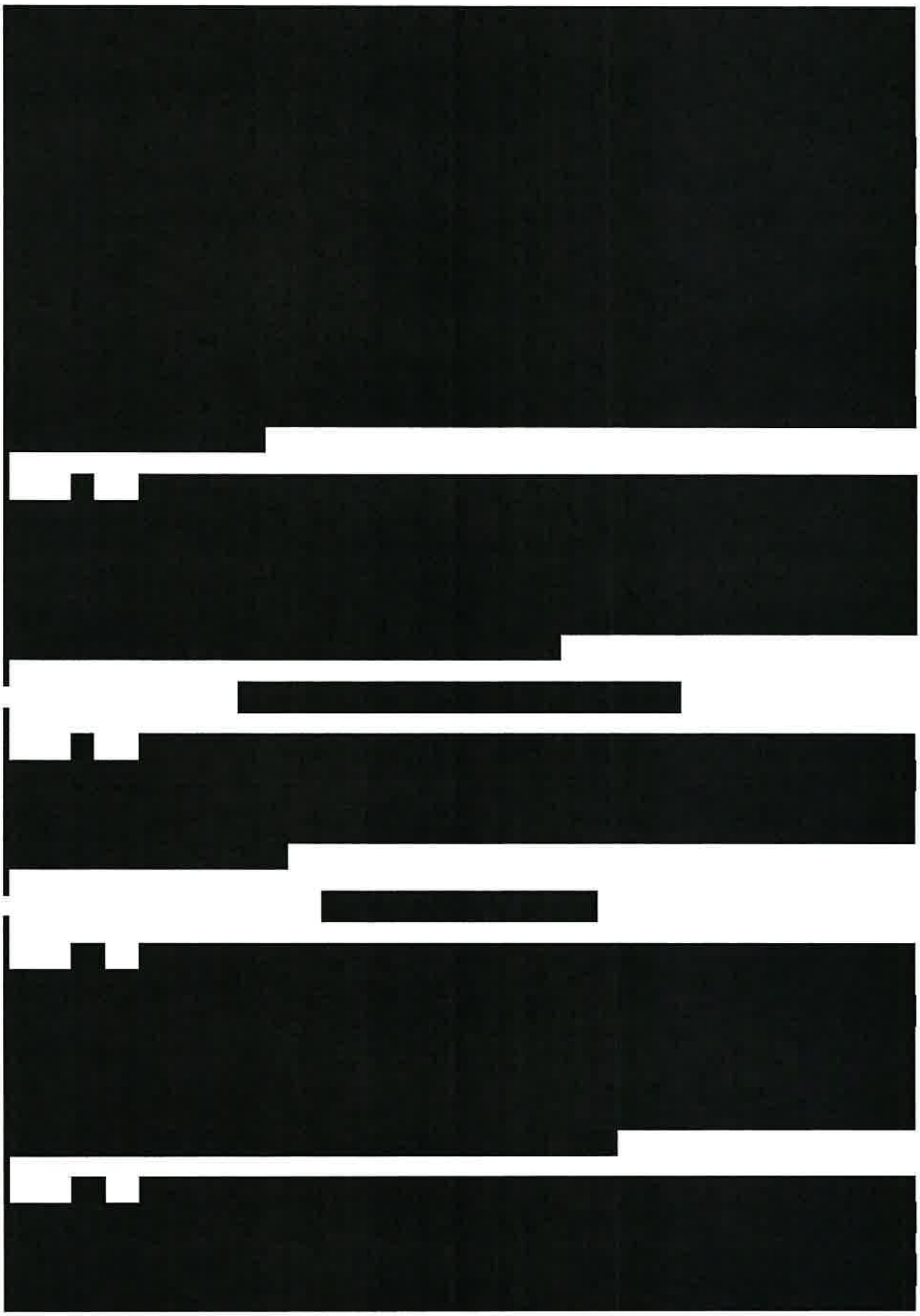


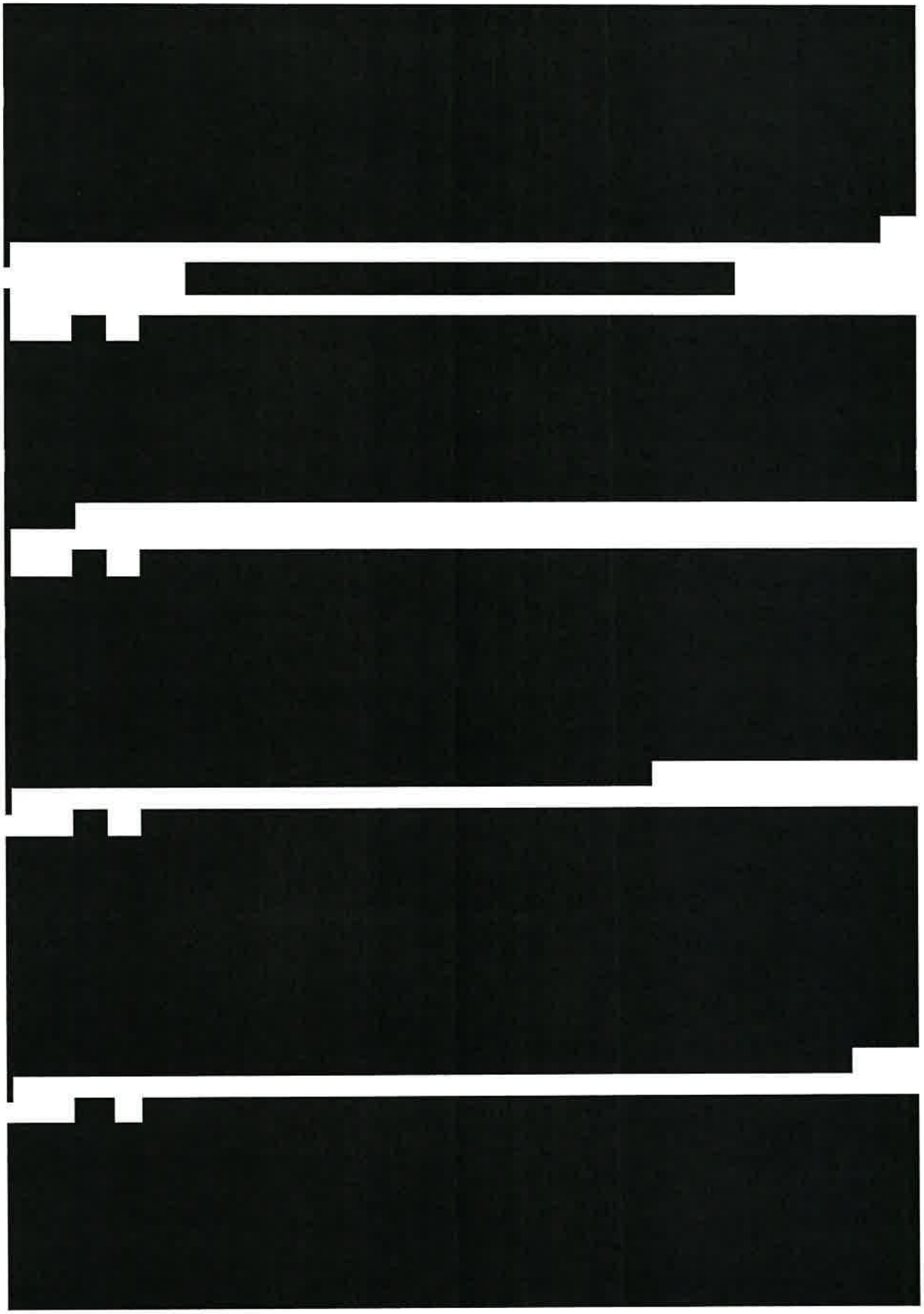


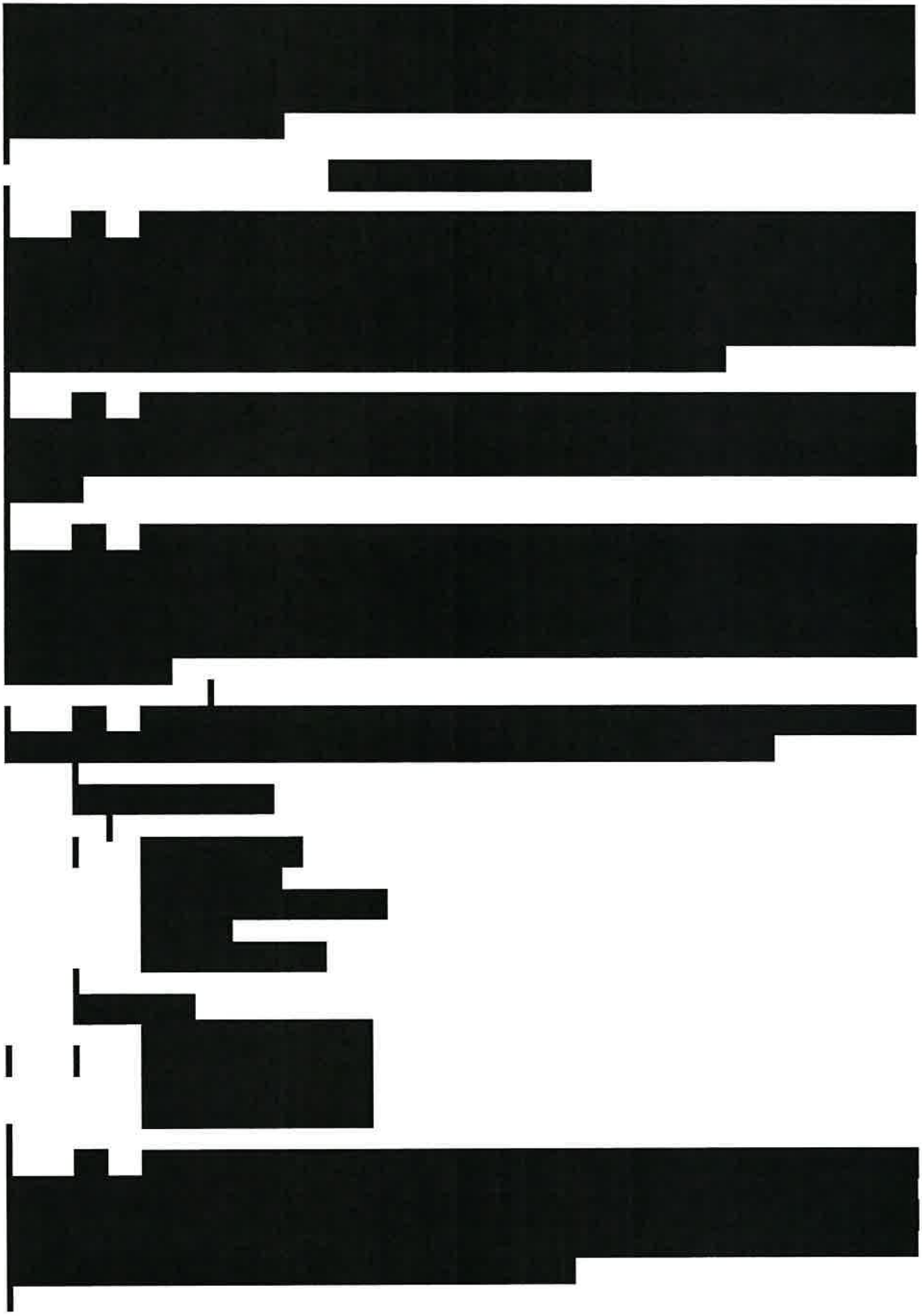


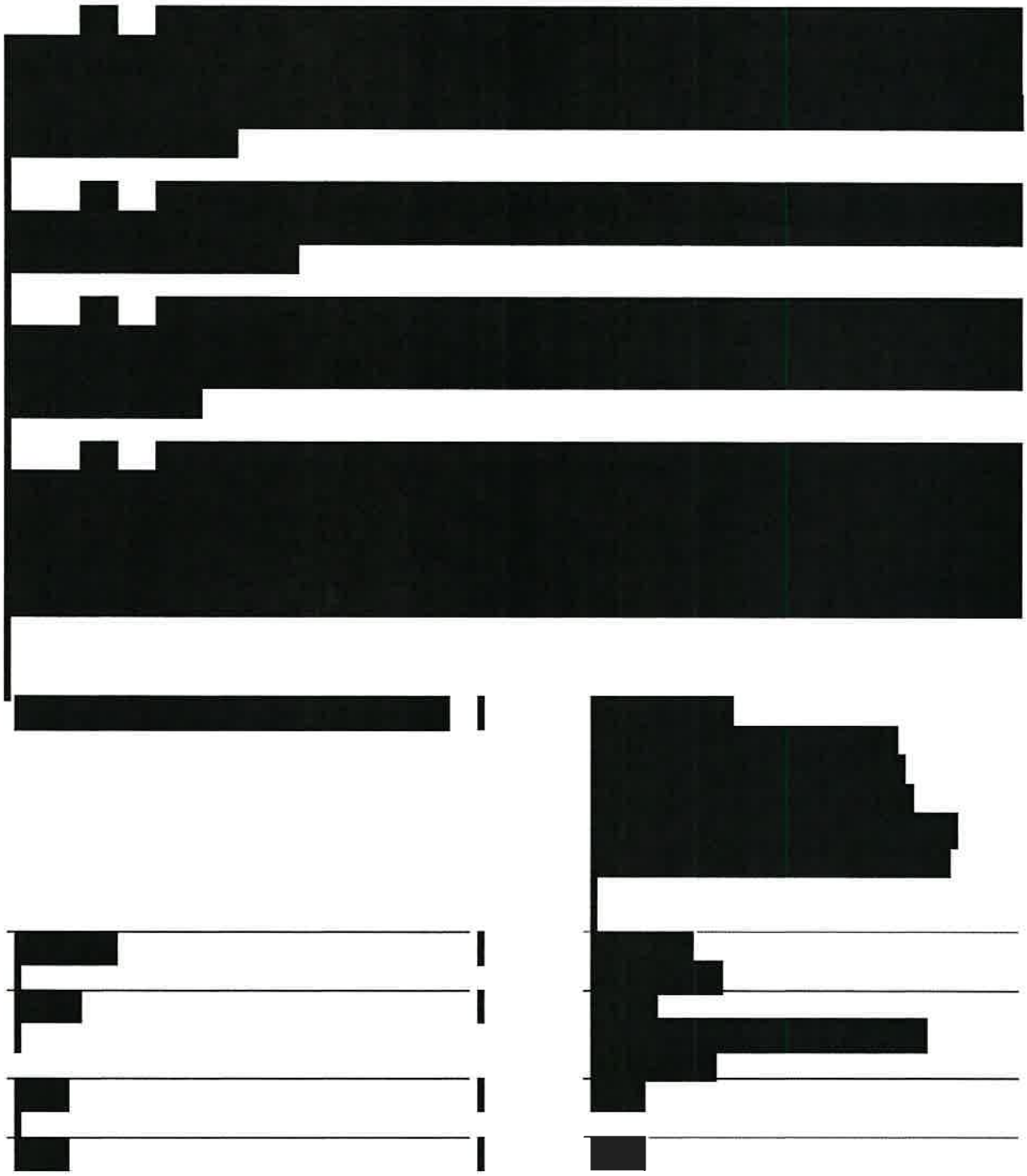




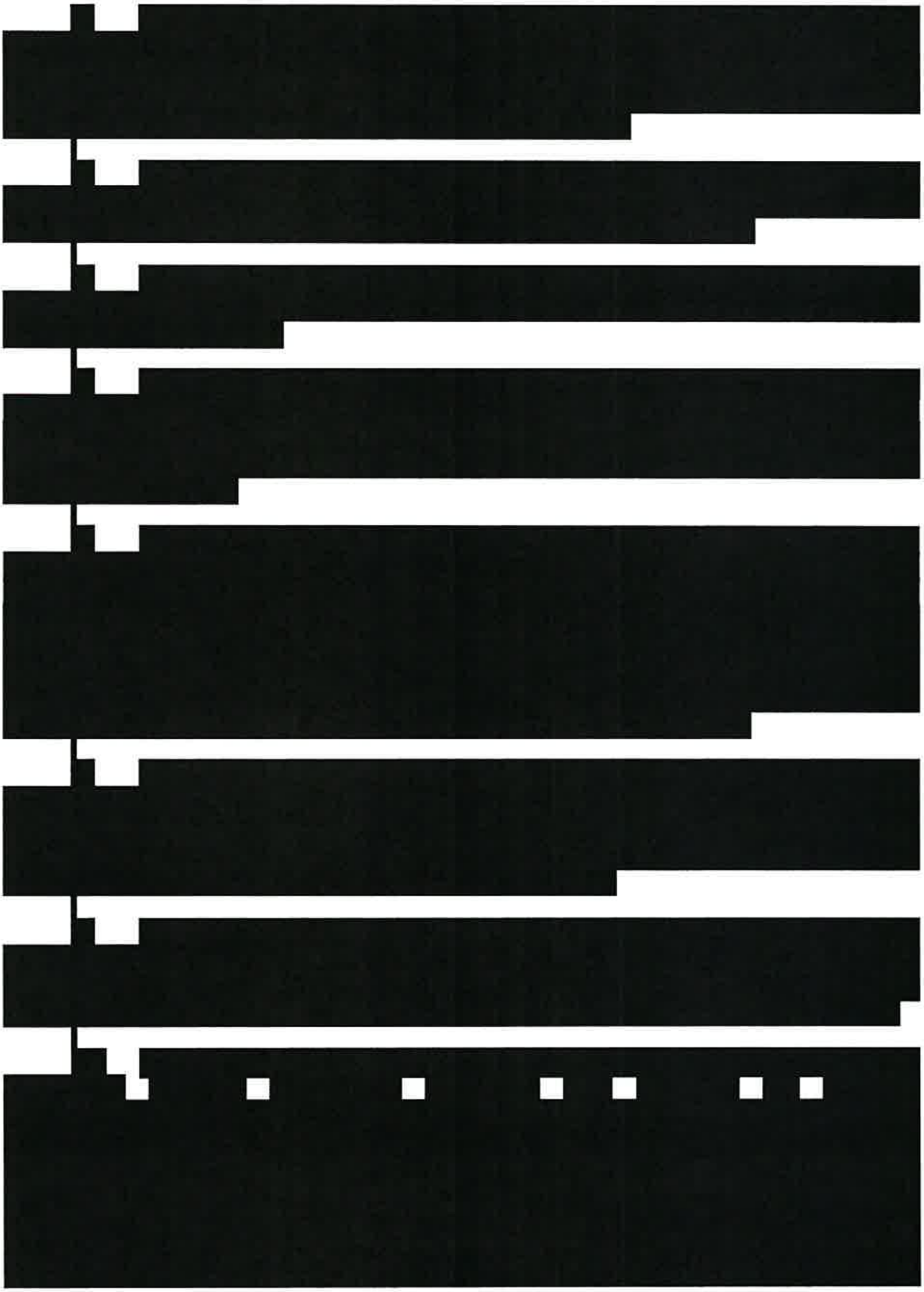






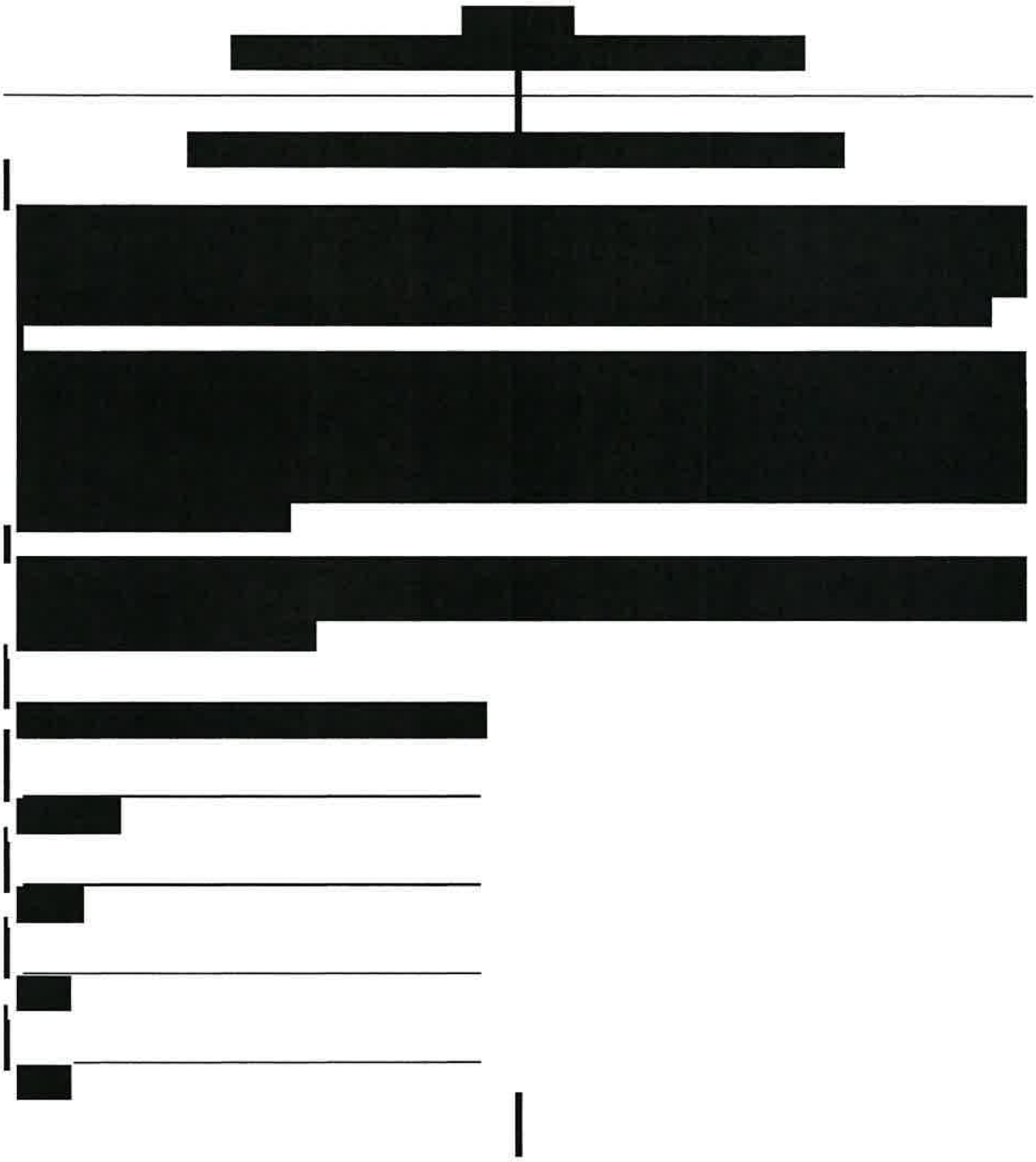






Version April 12, 2022





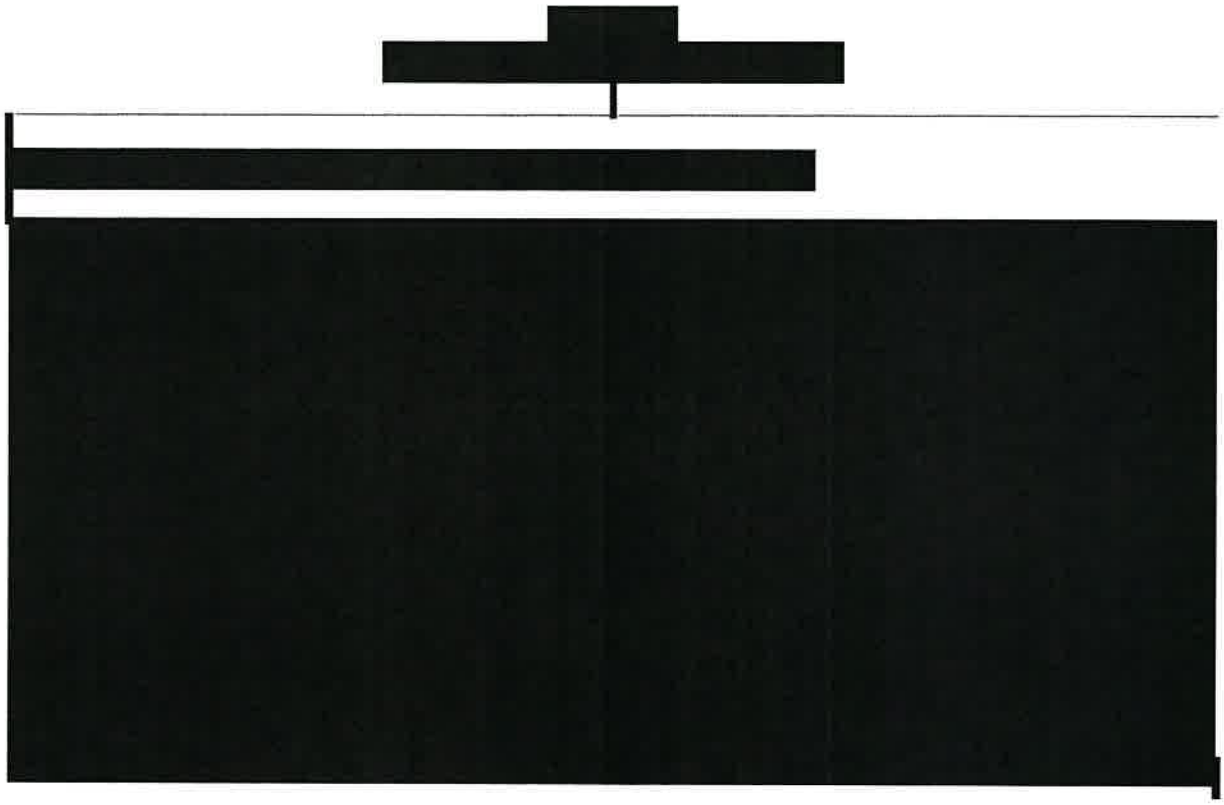


Exhibit F
Federal Funds Certifications

FEDERAL CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

In no event will Supplier act as a subcontractor under a U.S. federal prime contractor or a subrecipient under a U.S. federal grant or cooperative agreement.

The foregoing certifications apply only to Uniform Rental, Facilities Solutions, and First Aid and Safety products and services, and specifically do not apply to Fire products and services.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES _____ Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole

or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? N/A _____ Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? N/A _____ Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? N/A _____ Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal

department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(l) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (l) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for 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 a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a 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 grant 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 covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to

offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

Offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____ Date: _____

Exhibit G
Intentionally Omitted

Exhibit H
Advertising Compliance Requirement

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.210, Chapter 279A.220, and other related provisions, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Hawaii	Commonwealth of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	Commonwealth of Virginia
State of Connecticut	Commonwealth of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	Commonwealth of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and https://www.usa.gov/local-governments.

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHS INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BONANAZA, OR
CITY OF BOSSIER CITY, LA
CITY OF BROOKINGS, OR
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF DONALD, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR

CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT
ELMO, UT
ELSINORE, UT
ELWOOD, UT
EMERY, UT
ENOCH, UT
ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT
KAYSVILLE, UT
KINGSTON, UT
KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT
LAYTON, UT
LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT

LEWISTON, UT
LINDON, UT
LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNNDYL, UT
MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT
CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT
PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPIO, UT
SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT
SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT
SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT
SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT
WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:
ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR

CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION
LAFOURCHE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF UINTAH, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT
COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON, UT

OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED TO:

ADAIR R.F.P.D., OR
ADEL WATER IMPROVEMENT DISTRICT, OR
ADRIAN R.F.P.D., OR
AGNESS COMMUNITY LIBRARY, OR
AGNESS-ILLAHE R.F.P.D., OR
AGRICULTURE EDUCATION SERVICE EXTENSION DISTRICT, OR
ALDER CREEK-BARLOW WATER DISTRICT NO. 29, OR
ALFALFA FIRE DISTRICT, OR
ALSEA R.F.P.D., OR
ALSEA RIVIERA WATER IMPROVEMENT DISTRICT, OR
AMITY FIRE DISTRICT, OR
ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, OR
APPLE ROGUE DISTRICT IMPROVEMENT COMPANY, OR
APPLEGATE VALLEY R.F.P.D. #9, OR
ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT, OR
ARCH CAPE SANITARY DISTRICT, OR
ARNOLD IRRIGATION DISTRICT, OR
ASH CREEK WATER CONTROL DISTRICT, OR
ATHENA CEMETERY MAINTENANCE DISTRICT, OR
AUMSVILLE R.F.P.D., OR
AURORA R.F.P.D., OR
AZALEA R.F.P.D., OR
BADGER IMPROVEMENT DISTRICT, OR
BAILEY-SPENCER R.F.P.D., OR
BAKER COUNTY LIBRARY DISTRICT, OR
BAKER R.F.P.D., OR
BAKER RIVERTON ROAD DISTRICT, OR
BAKER VALLEY IRRIGATION DISTRICT, OR
BAKER VALLEY S.W.C.D., OR
BAKER VALLEY VECTOR CONTROL DISTRICT, OR
BANDON CRANBERRY WATER CONTROL DISTRICT, OR
BANDON R.F.P.D., OR
BANKS FIRE DISTRICT, OR
BANKS FIRE DISTRICT #13, OR
BAR L RANCH ROAD DISTRICT, OR
BARLOW WATER IMPROVEMENT DISTRICT, OR
BASIN AMBULANCE SERVICE DISTRICT, OR
BASIN TRANSIT SERVICE TRANSPORTATION DISTRICT, OR
BATON ROUGE WATER COMPANY
BAY AREA HEALTH DISTRICT, OR

BAYSHORE SPECIAL ROAD DISTRICT, OR
BEAR VALLEY SPECIAL ROAD DISTRICT, OR
BEAVER CREEK WATER CONTROL DISTRICT, OR
BEAVER DRAINAGE IMPROVEMENT COMPANY, INC., OR
BEAVER SLOUGH DRAINAGE DISTRICT, OR
BEAVER SPECIAL ROAD DISTRICT, OR
BEAVER WATER DISTRICT, OR
BELLE MER S.I.G.L. TRACTS SPECIAL ROAD DISTRICT, OR
BEND METRO PARK AND RECREATION DISTRICT
BENTON S.W.C.D., OR
BERNDT SUBDIVISION WATER IMPROVEMENT DISTRICT, OR
BEVERLY BEACH WATER DISTRICT, OR
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
BIG BEND IRRIGATION DISTRICT, OR
BIGGS SERVICE DISTRICT, OR
BLACK BUTTE RANCH DEPARTMENT OF POLICE SERVICES, OR
BLACK BUTTE RANCH R.F.P.D., OR
BLACK MOUNTAIN WATER DISTRICT, OR
BLODGETT-SUMMIT R.F.P.D., OR
BLUE MOUNTAIN HOSPITAL DISTRICT, OR
BLUE MOUNTAIN TRANSLATOR DISTRICT, OR
BLUE RIVER PARK & RECREATION DISTRICT, OR
BLUE RIVER WATER DISTRICT, OR
BLY R.F.P.D., OR
BLY VECTOR CONTROL DISTRICT, OR
BLY WATER AND SANITARY DISTRICT, OR
BOARDMAN CEMETERY MAINTENANCE DISTRICT, OR
BOARDMAN PARK AND RECREATION DISTRICT
BOARDMAN R.F.P.D., OR
BONANZA BIG SPRINGS PARK & RECREATION DISTRICT, OR
BONANZA MEMORIAL PARK CEMETERY DISTRICT, OR
BONANZA R.F.P.D., OR
BONANZA-LANGELL VALLEY VECTOR CONTROL DISTRICT, OR
BORING WATER DISTRICT #24, OR
BOULDER CREEK RETREAT SPECIAL ROAD DISTRICT, OR
BRIDGE R.F.P.D., OR
BROOKS COMMUNITY SERVICE DISTRICT, OR
BROWNSVILLE R.F.P.D., OR
BUELL-RED PRAIRIE WATER DISTRICT, OR
BUNKER HILL R.F.P.D. #1, OR
BUNKER HILL SANITARY DISTRICT, OR
BURLINGTON WATER DISTRICT, OR
BURNT RIVER IRRIGATION DISTRICT, OR
BURNT RIVER S.W.C.D., OR
CALAPOOIA R.F.P.D., OR
CAMAS VALLEY R.F.P.D., OR
CAMELLIA PARK SANITARY DISTRICT, OR
CAMMANN ROAD DISTRICT, OR
CAMP SHERMAN ROAD DISTRICT, OR
CANBY AREA TRANSIT, OR
CANBY R.F.P.D. #62, OR
CANBY UTILITY BOARD, OR
CANNON BEACH R.F.P.D., OR
CANYONVILLE SOUTH UMPQUA FIRE DISTRICT, OR
CAPE FERRELO R.F.P.D., OR
CAPE FOULWEATHER SANITARY DISTRICT, OR
CARLSON PRIMROSE SPECIAL ROAD DISTRICT, OR
CARMEL BEACH WATER DISTRICT, OR
CASCADE VIEW ESTATES TRACT 2, OR
CEDAR CREST SPECIAL ROAD DISTRICT, OR
CEDAR TRAILS SPECIAL ROAD DISTRICT, OR
CEDAR VALLEY - NORTH BANK R.F.P.D., OR
CENTRAL CASCADES FIRE AND EMS, OR
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
CENTRAL LINCOLN P.U.D., OR
CENTRAL OREGON COAST FIRE & RESCUE DISTRICT, OR
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CENTRAL OREGON IRRIGATION DISTRICT, OR
CHAPARRAL WATER CONTROL DISTRICT, OR
CHARLESTON FIRE DISTRICT, OR
CHARLESTON SANITARY DISTRICT, OR
CHARLOTTE ANN WATER DISTRICT, OR
CHEHALEM PARK & RECREATION DISTRICT, OR
CHEHALEM PARK AND RECREATION DISTRICT
CHEMULT R.F.P.D., OR
CHENOWITH WATER P.U.D., OR
CHERRIOTS, OR
CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT, OR
CHILOQUIN VECTOR CONTROL DISTRICT, OR
CHILOQUIN-AGENCY LAKE R.F.P.D., OR
CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR
CHR DISTRICT IMPROVEMENT COMPANY, OR
CHRISTMAS VALLEY DOMESTIC WATER DISTRICT, OR
CHRISTMAS VALLEY PARK & RECREATION DISTRICT, OR
CHRISTMAS VALLEY R.F.P.D., OR
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS COUNTY FIRE DISTRICT #1, OR
CLACKAMAS COUNTY SERVICE DISTRICT #1, OR
CLACKAMAS COUNTY VECTOR CONTROL DISTRICT, OR
CLACKAMAS RIVER WATER
CLACKAMAS RIVER WATER, OR
CLACKAMAS S.W.C.D., OR
CLATSKANIE DRAINAGE IMPROVEMENT COMPANY, OR
CLATSKANIE LIBRARY DISTRICT, OR
CLATSKANIE P.U.D., OR
CLATSKANIE PARK & RECREATION DISTRICT, OR
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLATSKANIE R.F.P.D., OR
CLATSOP CARE CENTER HEALTH DISTRICT, OR
CLATSOP COUNTY S.W.C.D., OR
CLATSOP DRAINAGE IMPROVEMENT COMPANY #15, INC., OR
CLEAN WATER SERVICES
CLEAN WATER SERVICES, OR
CLOVERDALE R.F.P.D., OR
CLOVERDALE SANITARY DISTRICT, OR
CLOVERDALE WATER DISTRICT, OR
COALEDO DRAINAGE DISTRICT, OR
COBURG FIRE DISTRICT, OR
COLESTIN RURAL FIRE DISTRICT, OR
COLTON R.F.P.D., OR
COLTON WATER DISTRICT #11, OR
COLUMBIA 911 COMMUNICATIONS DISTRICT, OR
COLUMBIA COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
COLUMBIA DRAINAGE VECTOR CONTROL, OR
COLUMBIA IMPROVEMENT DISTRICT, OR
COLUMBIA R.F.P.D., OR
COLUMBIA RIVER FIRE & RESCUE, OR
COLUMBIA RIVER PUD, OR
COLUMBIA S.W.C.D., OR
COLUMBIA S.W.C.D., OR
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
COOS FOREST PROTECTIVE ASSOCIATION
COOS S.W.C.D., OR
COQUILLE R.F.P.D., OR
COQUILLE VALLEY HOSPITAL DISTRICT, OR
CORBETT WATER DISTRICT, OR
CORNELIUS R.F.P.D., OR
CORP RANCH ROAD WATER IMPROVEMENT, OR
CORVALLIS R.F.P.D., OR
COUNTRY CLUB ESTATES SPECIAL WATER DISTRICT, OR

COUNTRY CLUB WATER DISTRICT, OR
COUNTRY ESTATES ROAD DISTRICT, OR
COVE CEMETERY MAINTENANCE DISTRICT, OR
COVE ORCHARD SEWER SERVICE DISTRICT, OR
COVE R.F.P.D., OR
CRESCENT R.F.P.D., OR
CRESCENT SANITARY DISTRICT, OR
CRESCENT WATER SUPPLY AND IMPROVEMENT DISTRICT, OR
CROOK COUNTY AGRICULTURE EXTENSION SERVICE DISTRICT, OR
CROOK COUNTY CEMETERY DISTRICT, OR
CROOK COUNTY FIRE AND RESCUE, OR
CROOK COUNTY PARKS & RECREATION DISTRICT, OR
CROOK COUNTY S.W.C.D., OR
CROOK COUNTY VECTOR CONTROL DISTRICT, OR
CROOKED RIVER RANCH R.F.P.D., OR
CROOKED RIVER RANCH SPECIAL ROAD DISTRICT, OR
CRYSTAL SPRINGS WATER DISTRICT, OR
CURRY COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
CURRY COUNTY PUBLIC TRANSIT SERVICE DISTRICT, OR
CURRY COUNTY S.W.C.D., OR
CURRY HEALTH DISTRICT, OR
CURRY PUBLIC LIBRARY DISTRICT, OR
DALLAS CEMETERY DISTRICT #4, OR
DARLEY DRIVE SPECIAL ROAD DISTRICT, OR
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
DAYS CREEK R.F.P.D., OR
DAYTON FIRE DISTRICT, OR
DEAN MINARD WATER DISTRICT, OR
DEE IRRIGATION DISTRICT, OR
DEER ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
DELL BROGAN CEMETERY MAINTENANCE DISTRICT, OR
DEPOE BAY R.F.P.D., OR
DESCHUTES COUNTY 911 SERVICE DISTRICT, OR
DESCHUTES COUNTY R.F.P.D. #2, OR
DESCHUTES PUBLIC LIBRARY DISTRICT, OR
DESCHUTES S.W.C.D., OR
DESCHUTES VALLEY WATER DISTRICT, OR
DEVILS LAKE WATER IMPROVEMENT DISTRICT, OR
DEXTER R.F.P.D., OR
DEXTER SANITARY DISTRICT, OR
DORA-SITKUM R.F.P.D., OR
DOUGLAS COUNTY FIRE DISTRICT #2, OR
DOUGLAS S.W.C.D., OR
DRAKES CROSSING R.F.P.D., OR
DRRH SPECIAL ROAD DISTRICT #6, OR
DRY GULCH DITCH DISTRICT IMPROVEMENT COMPANY, OR
DUFUR RECREATION DISTRICT, OR
DUMBECK LANE DOMESTIC WATER SUPPLY, OR
DUNDEE R.F.P.D., OR
DURKEE COMMUNITY BUILDING PRESERVATION DISTRICT, OR
EAGLE POINT IRRIGATION DISTRICT, OR
EAGLE VALLEY CEMETERY MAINTENANCE DISTRICT, OR
EAGLE VALLEY R.F.P.D., OR
EAGLE VALLEY S.W.C.D., OR
EAST FORK IRRIGATION DISTRICT, OR
EAST MULTNOMAH S.W.C.D., OR
EAST SALEM SERVICE DISTRICT, OR
EAST UMATILLA CHEMICAL CONTROL DISTRICT, OR
EAST UMATILLA COUNTY AMBULANCE AREA HEALTH DISTRICT, OR
EAST UMATILLA COUNTY R.F.P.D., OR
EAST VALLEY WATER DISTRICT, OR
ELGIN COMMUNITY PARKS & RECREATION DISTRICT, OR
ELGIN HEALTH DISTRICT, OR
ELGIN R.F.P.D., OR
ELKTON ESTATES PHASE II SPECIAL ROAD DISTRICT, OR
ELKTON R.F.P.D., OR
EMERALD P.U.D., OR
ENTERPRISE IRRIGATION DISTRICT, OR
ESTACADA CEMETERY MAINTENANCE DISTRICT, OR
ESTACADA R.F.P.D. #69, OR
EUGENE R.F.P.D. # 1, OR
EUGENE WATER AND ELECTRIC BOARD
EVANS VALLEY FIRE DISTRICT #6, OR
FAIR OAKS R.F.P.D., OR
FAIRVIEW R.F.P.D., OR
FAIRVIEW WATER DISTRICT, OR
FALCON HEIGHTS WATER AND SEWER, OR
FALCON-COVE BEACH WATER DISTRICT, OR
FALL RIVER ESTATES SPECIAL ROAD DISTRICT, OR
FARGO INTERCHANGE SERVICE DISTRICT, OR
FARMERS IRRIGATION DISTRICT, OR
FAT ELK DRAINAGE DISTRICT, OR
FERN RIDGE PUBLIC LIBRARY DISTRICT, OR
FERN VALLEY ESTATES IMPROVEMENT DISTRICT, OR
FOR FAR ROAD DISTRICT, OR
FOREST GROVE R.F.P.D., OR
FOREST VIEW SPECIAL ROAD DISTRICT, OR
FORT ROCK-SILVER LAKE S.W.C.D., OR
FOUR RIVERS VECTOR CONTROL DISTRICT, OR
FOX CEMETERY MAINTENANCE DISTRICT, OR
GARDINER R.F.P.D., OR
GARDINER SANITARY DISTRICT, OR
GARIBALDI R.F.P.D., OR
GASTON R.F.P.D., OR
GATES R.F.P.D., OR
GEARHART R.F.P.D., OR
GILLIAM S.W.C.D., OR
GLENDALE AMBULANCE DISTRICT, OR
GLENDALE R.F.P.D., OR
GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR
GLENEDEN SANITARY DISTRICT, OR
GLENWOOD WATER DISTRICT, OR
GLIDE - IDLEYLD SANITARY DISTRICT, OR
GLIDE R.F.P.D., OR
GOLD BEACH - WEDDERBURN R.F.P.D., OR
GOLD HILL IRRIGATION DISTRICT, OR
GOLDFINCH ROAD DISTRICT, OR
GOSHEN R.F.P.D., OR
GOVERNMENT CAMP ROAD DISTRICT, OR
GOVERNMENT CAMP SANITARY DISTRICT, OR
GRAND PRAIRIE WATER CONTROL DISTRICT, OR
GRAND RONDE SANITARY DISTRICT, OR
GRANT COUNTY TRANSPORTATION DISTRICT, OR
GRANT S.W.C.D., OR
GRANTS PASS IRRIGATION DISTRICT, OR
GREATER BOWEN VALLEY R.F.P.D., OR
GREATER ST. HELENS PARK & RECREATION DISTRICT, OR
GREATER TOLEDO POOL RECREATION DISTRICT, OR
GREEN KNOLLS SPECIAL ROAD DISTRICT, OR
GREEN SANITARY DISTRICT, OR
GREENACRES R.F.P.D., OR
GREENBERRY IRRIGATION DISTRICT, OR
GREENSPRINGS RURAL FIRE DISTRICT, OR
HAHLEN ROAD SPECIAL DISTRICT, OR
HAINES CEMETERY MAINTENANCE DISTRICT, OR
HAINES FIRE PROTECTION DISTRICT, OR
HALSEY-SHEDD R.F.P.D., OR
HAMLET R.F.P.D., OR
HARBOR R.F.P.D., OR
HARBOR SANITARY DISTRICT, OR
HARBOR WATER P.U.D., OR
HARNEY COUNTY HEALTH DISTRICT, OR

HARNEY S.W.C.D., OR
HARPER SOUTH SIDE IRRIGATION DISTRICT, OR
HARRISBURG FIRE AND RESCUE, OR
HAUSER R.F.P.D., OR
HAZELDELL RURAL FIRE DISTRICT, OR
HEBO JOINT WATER-SANITARY AUTHORITY, OR
HECETA WATER P.U.D., OR
HELIX CEMETERY MAINTENANCE DISTRICT #4, OR
HELIX PARK & RECREATION DISTRICT, OR
HELIX R.F.P.D. #7-411, OR
HEPPNER CEMETERY MAINTENANCE DISTRICT, OR
HEPPNER R.F.P.D., OR
HEPPNER WATER CONTROL DISTRICT, OR
HEREFORD COMMUNITY HALL RECREATION DISTRICT, OR
HERMISTON CEMETERY DISTRICT, OR
HERMISTON IRRIGATION DISTRICT, OR
HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT DISTRICT, OR
HIGH DESERT PARK & RECREATION DISTRICT, OR
HIGHLAND SUBDIVISION WATER DISTRICT, OR
HONOLULU INTERNATIONAL AIRPORT
HOOD RIVER COUNTY LIBRARY DISTRICT, OR
HOOD RIVER COUNTY TRANSPORTATION DISTRICT, OR
HOOD RIVER S.W.C.D., OR
HOOD RIVER VALLEY PARKS & RECREATION DISTRICT, OR
HOODLAND FIRE DISTRICT #74
HOODLAND FIRE DISTRICT #74, OR
HORSEFLY IRRIGATION DISTRICT, OR
HOSKINS-KINGS VALLEY R.F.P.D., OR
HOUSING AUTHORITY OF PORTLAND
HUBBARD R.F.P.D., OR
HUDSON BAY DISTRICT IMPROVEMENT COMPANY, OR
I N (KAY) YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
ICE FOUNTAIN WATER DISTRICT, OR
IDAHO POINT SPECIAL ROAD DISTRICT, OR
IDANHA-DETROIT RURAL FIRE PROTECTION DISTRICT, OR
ILLINOIS VALLEY FIRE DISTRICT
ILLINOIS VALLEY R.F.P.D., OR
ILLINOIS VALLEY S.W.C.D., OR
IMBLER R.F.P.D., OR
INTERLACHEN WATER P.U.D., OR
IONE LIBRARY DISTRICT, OR
IONE R.F.P.D. #6-604, OR
IRONSIDE CEMETERY MAINTENANCE DISTRICT, OR
IRONSIDE RURAL ROAD DISTRICT #5, OR
IRRIGON PARK & RECREATION DISTRICT, OR
IRRIGON R.F.P.D., OR
ISLAND CITY AREA SANITATION DISTRICT, OR
ISLAND CITY CEMETERY MAINTENANCE DISTRICT, OR
JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR
JACKSON COUNTY FIRE DISTRICT #3, OR
JACKSON COUNTY FIRE DISTRICT #4, OR
JACKSON COUNTY FIRE DISTRICT #5, OR
JACKSON COUNTY LIBRARY DISTRICT, OR
JACKSON COUNTY VECTOR CONTROL DISTRICT, OR
JACKSON S.W.C.D., OR
JASPER KNOLLS WATER DISTRICT, OR
JEFFERSON COUNTY EMERGENCY MEDICAL SERVICE DISTRICT, OR
JEFFERSON COUNTY FIRE DISTRICT #1, OR
JEFFERSON COUNTY LIBRARY DISTRICT, OR
JEFFERSON COUNTY S.W.C.D., OR
JEFFERSON PARK & RECREATION DISTRICT, OR
JEFFERSON R.F.P.D., OR
JOB'S DRAINAGE DISTRICT, OR
JOHN DAY WATER DISTRICT, OR
JOHN DAY-CANYON CITY PARKS & RECREATION DISTRICT, OR
JOHN DAY-FERNHILL R.F.P.D. #5-108, OR
JORDAN VALLEY CEMETERY DISTRICT, OR
JORDAN VALLEY IRRIGATION DISTRICT, OR
JOSEPHINE COMMUNITY LIBRARY DISTRICT, OR
JOSEPHINE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
JOSEPHINE COUNTY 911 AGENCY, OR
JUNCTION CITY R.F.P.D., OR
JUNCTION CITY WATER CONTROL DISTRICT, OR
JUNIPER BUTTE ROAD DISTRICT, OR
JUNIPER CANYON WATER CONTROL DISTRICT, OR
JUNIPER FLAT DISTRICT IMPROVEMENT COMPANY, OR
JUNIPER FLAT R.F.P.D., OR
JUNO NONPROFIT WATER IMPROVEMENT DISTRICT, OR
KEATING R.F.P.D., OR
KEATING S.W.C.D., OR
KEIZER R.F.P.D., OR
KELLOGG RURAL FIRE DISTRICT, OR
KENO IRRIGATION DISTRICT, OR
KENO PINES ROAD DISTRICT, OR
KENO R.F.P.D., OR
KENT WATER DISTRICT, OR
KERBY WATER DISTRICT, OR
K-GB-LB WATER DISTRICT, OR
KILCHIS WATER DISTRICT, OR
KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, OR
KLAMATH BASIN IMPROVEMENT DISTRICT, OR
KLAMATH COUNTY DRAINAGE SERVICE DISTRICT, OR
KLAMATH COUNTY EXTENSION SERVICE DISTRICT, OR
KLAMATH COUNTY FIRE DISTRICT #1, OR
KLAMATH COUNTY FIRE DISTRICT #3, OR
KLAMATH COUNTY FIRE DISTRICT #4, OR
KLAMATH COUNTY FIRE DISTRICT #5, OR
KLAMATH COUNTY LIBRARY SERVICE DISTRICT, OR
KLAMATH COUNTY PREDATORY ANIMAL CONTROL DISTRICT, OR
KLAMATH DRAINAGE DISTRICT, OR
KLAMATH FALLS FOREST ESTATES SPECIAL ROAD DISTRICT UNIT #2, OR
KLAMATH INTEROPERABILITY RADIO GROUP, OR
KLAMATH IRRIGATION DISTRICT, OR
KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT, OR
KLAMATH S.W.C.D., OR
KLAMATH VECTOR CONTROL DISTRICT, OR
KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR
LA GRANDE CEMETERY MAINTENANCE DISTRICT, OR
LA GRANDE R.F.P.D., OR
LA PINE PARK & RECREATION DISTRICT, OR
LA PINE R.F.P.D., OR
LABISH VILLAGE SEWAGE & DRAINAGE, OR
LACOMB IRRIGATION DISTRICT, OR
LAFAYETTE AIRPORT COMMISSION, LA
LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3
LAIDLAW WATER DISTRICT, OR
LAKE CHINOOK FIRE & RESCUE, OR
LAKE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
LAKE COUNTY LIBRARY DISTRICT, OR
LAKE CREEK R.F.P.D. - JACKSON, OR
LAKE CREEK R.F.P.D. - LANE COUNTY, OR
LAKE DISTRICT HOSPITAL, OR
LAKE GROVE R.F.P.D. NO. 57, OR
LAKE GROVE WATER DISTRICT, OR
LAKE LABISH WATER CONTROL DISTRICT, OR
LAKE POINT SPECIAL ROAD DISTRICT, OR
LAKESIDE R.F.P.D. #4, OR
LAKESIDE WATER DISTRICT, OR
LAKEVIEW R.F.P.D., OR
LAKEVIEW S.W.C.D., OR
LAMONTAI IMPROVEMENT DISTRICT, OR
LANE FIRE AUTHORITY, OR

LANE LIBRARY DISTRICT, OR
LANE TRANSIT DISTRICT, OR
LANGELL VALLEY IRRIGATION DISTRICT, OR
LANGLOIS PUBLIC LIBRARY, OR
LANGLOIS R.F.P.D., OR
LANGLOIS WATER DISTRICT, OR
LAZY RIVER SPECIAL ROAD DISTRICT, OR
LEBANON AQUATIC DISTRICT, OR
LEBANON R.F.P.D., OR
LEWIS & CLARK R.F.P.D., OR
LINCOLN COUNTY LIBRARY DISTRICT, OR
LINCOLN S.W.C.D., OR
LINN COUNTY EMERGENCY TELEPHONE AGENCY, OR
LINN S.W.C.D., OR
LITTLE MUDDY CREEK WATER CONTROL, OR
LITTLE NESTUCCA DRAINAGE DISTRICT, OR
LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR
LONE PINE IRRIGATION DISTRICT, OR
LONG PRAIRIE WATER DISTRICT, OR
LOOKINGGLASS OLALLA WATER CONTROL DISTRICT, OR
LOOKINGGLASS RURAL FIRE DISTRICT, OR
LORANE R.F.P.D., OR
LOST & BOULDER DITCH IMPROVEMENT DISTRICT, OR
LOST CREEK PARK SPECIAL ROAD DISTRICT, OR
LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
LOWELL R.F.P.D., OR
LOWER MCKAY CREEK R.F.P.D., OR
LOWER MCKAY CREEK WATER CONTROL DISTRICT, OR
LOWER POWDER RIVER IRRIGATION DISTRICT, OR
LOWER SILETZ WATER DISTRICT, OR
LOWER UMPQUA HOSPITAL DISTRICT, OR
LOWER UMPQUA PARK & RECREATION DISTRICT, OR
LOWER VALLEY WATER IMPROVEMENT DISTRICT, OR
LUCE LONG DITCH DISTRICT IMPROVEMENT CO., OR
LUSTED WATER DISTRICT, OR
LYONS R.F.P.D., OR
LYONS-MEHAMA WATER DISTRICT, OR
MADRAS AQUATIC CENTER DISTRICT, OR
MAKAI SPECIAL ROAD DISTRICT, OR
MALHEUR COUNTY S.W.C.D., OR
MALHEUR COUNTY VECTOR CONTROL DISTRICT, OR
MALHEUR DISTRICT IMPROVEMENT COMPANY, OR
MALHEUR DRAINAGE DISTRICT, OR
MALHEUR MEMORIAL HEALTH DISTRICT, OR
MALIN COMMUNITY CEMETERY MAINTENANCE DISTRICT, OR
MALIN COMMUNITY PARK & RECREATION DISTRICT, OR
MALIN IRRIGATION DISTRICT, OR
MALIN R.F.P.D., OR
MAPLETON FIRE DEPARTMENT, OR
MAPLETON WATER DISTRICT, OR
MARCOLA WATER DISTRICT, OR
MARION COUNTY EXTENSION & 4H SERVICE DISTRICT, OR
MARION COUNTY FIRE DISTRICT #1, OR
MARION JACK IMPROVEMENT DISTRICT, OR
MARION S.W.C.D., OR
MARY'S RIVER ESTATES ROAD DISTRICT, OR
MCDONALD FOREST ESTATES SPECIAL ROAD DISTRICT, OR
MCKAY ACRES IMPROVEMENT DISTRICT, OR
MCKAY DAM R.F.P.D. # 7-410, OR
MCKENZIE FIRE & RESCUE, OR
MCKENZIE PALISADES WATER SUPPLY CORPORATION, OR
MCMINNVILLE R.F.P.D., OR
MCNULTY WATER P.U.D., OR
MEADOWS DRAINAGE DISTRICT, OR
MEDFORD IRRIGATION DISTRICT, OR
MEDFORD R.F.P.D. #2, OR
MEDFORD WATER COMMISSION
MEDICAL SPRINGS R.F.P.D., OR
MELHEUR COUNTY JAIL, OR
MERLIN COMMUNITY PARK DISTRICT, OR
MERRILL CEMETERY MAINTENANCE DISTRICT, OR
MERRILL PARK DISTRICT, OR
MERRILL R.F.P.D., OR
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
MID COUNTY CEMETERY MAINTENANCE DISTRICT, OR
MID-COLUMBIA FIRE AND RESCUE, OR
MIDDLE FORK IRRIGATION DISTRICT, OR
MIDLAND COMMUNITY PARK, OR
MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR
MILES CROSSING SANITARY SEWER DISTRICT, OR
MILL CITY R.F.P.D. #2-303, OR
MILL FOUR DRAINAGE DISTRICT, OR
MILLICOMA RIVER PARK & RECREATION DISTRICT, OR
MILLINGTON R.F.P.D. #5, OR
MILO VOLUNTEER FIRE DEPARTMENT, OR
MILTON-FREEWATER AMBULANCE SERVICE AREA HEALTH DISTRICT, OR
MILTON-FREEWATER WATER CONTROL DISTRICT, OR
MIROCO SPECIAL ROAD DISTRICT, OR
MIST-BIRKENFELD R.F.P.D., OR
MODOC POINT IRRIGATION DISTRICT, OR
MODOC POINT SANITARY DISTRICT, OR
MOHAWK VALLEY R.F.P.D., OR
MOLALLA AQUATIC DISTRICT, OR
MOLALLA R.F.P.D. #73, OR
MONITOR R.F.P.D., OR
MONROE R.F.P.D., OR
MONUMENT CEMETERY MAINTENANCE DISTRICT, OR
MONUMENT S.W.C.D., OR
MOOREA DRIVE SPECIAL ROAD DISTRICT, OR
MORO R.F.P.D., OR
MORROW COUNTY HEALTH DISTRICT, OR
MORROW COUNTY UNIFIED RECREATION DISTRICT, OR
MORROW S.W.C.D., OR
MOSIER FIRE DISTRICT, OR
MOUNTAIN DRIVE SPECIAL ROAD DISTRICT, OR
MT. ANGEL R.F.P.D., OR
MT. HOOD IRRIGATION DISTRICT, OR
MT. LAKI CEMETERY DISTRICT, OR
MT. VERNON R.F.P.D., OR
MULINO WATER DISTRICT #1, OR
MULTNOMAH COUNTY DRAINAGE DISTRICT #1, OR
MULTNOMAH COUNTY R.F.P.D. #10, OR
MULTNOMAH COUNTY R.F.P.D. #14, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MYRTLE CREEK R.F.P.D., OR
NEAH-KAH-NIE WATER DISTRICT, OR
NEDONNA R.F.P.D., OR
NEHALEM BAY FIRE AND RESCUE, OR
NEHALEM BAY HEALTH DISTRICT, OR
NEHALEM BAY WASTEWATER AGENCY, OR
NESIKA BEACH-OPHIR WATER DISTRICT, OR
NESKOWIN REGIONAL SANITARY AUTHORITY, OR
NESKOWIN REGIONAL WATER DISTRICT, OR
NESTUCCA R.F.P.D., OR
NETARTS WATER DISTRICT, OR
NETARTS-OCEANSIDE R.F.P.D., OR
NETARTS-OCEANSIDE SANITARY DISTRICT, OR
NEW BRIDGE WATER SUPPLY DISTRICT, OR
NEW CARLTON FIRE DISTRICT, OR
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
NEW PINE CREEK R.F.P.D., OR

NEWBERG R.F.P.D., OR
NEWBERRY ESTATES SPECIAL ROAD DISTRICT, OR
NEWPORT R.F.P.D., OR
NEWT YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
NORTH ALBANY R.F.P.D., OR
NORTH BAY R.F.P.D. #9, OR
NORTH CLACKAMAS PARKS & RECREATION DISTRICT, OR
NORTH COUNTY RECREATION DISTRICT, OR
NORTH DOUGLAS COUNTY FIRE & EMS, OR
NORTH DOUGLAS PARK & RECREATION DISTRICT, OR
NORTH GILLIAM COUNTY HEALTH DISTRICT, OR
NORTH GILLIAM COUNTY R.F.P.D., OR
NORTH LAKE HEALTH DISTRICT, OR
NORTH LEBANON WATER CONTROL DISTRICT, OR
NORTH LINCOLN FIRE & RESCUE DISTRICT #1, OR
NORTH LINCOLN HEALTH DISTRICT, OR
NORTH MORROW VECTOR CONTROL DISTRICT, OR
NORTH SHERMAN COUNTY R.F.P.D, OR
NORTH UNIT IRRIGATION DISTRICT, OR
NORTHEAST OREGON HOUSING AUTHORITY, OR
NORTHEAST WHEELER COUNTY HEALTH DISTRICT, OR
NORTHERN WASCO COUNTY P.U.D., OR
NORTHERN WASCO COUNTY PARK & RECREATION DISTRICT, OR
NYE DITCH USERS DISTRICT IMPROVEMENT, OR
NYSSA ROAD ASSESSMENT DISTRICT #2, OR
NYSSA RURAL FIRE DISTRICT, OR
NYSSA-ARCADIA DRAINAGE DISTRICT, OR
OAK LODGE WATER SERVICES, OR
OAKLAND R.F.P.D., OR
OAKVILLE COMMUNITY CENTER, OR
OCEANSIDE WATER DISTRICT, OR
OCHOCO IRRIGATION DISTRICT, OR
OCHOCO WEST WATER AND SANITARY AUTHORITY, OR
ODELL SANITARY DISTRICT, OR
OLD OWYHEE DITCH IMPROVEMENT DISTRICT, OR
OLNEY-WALLUSKI FIRE & RESCUE DISTRICT, OR
ONTARIO LIBRARY DISTRICT, OR
ONTARIO R.F.P.D., OR
OPHIR R.F.P.D., OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON INTERNATIONAL PORT OF COOS BAY, OR
OREGON LEGISLATIVE ADMINISTRATION
OREGON OUTBACK R.F.P.D., OR
OREGON POINT, OR
OREGON TRAIL LIBRARY DISTRICT, OR
OTTER ROCK WATER DISTRICT, OR
OWW UNIT #2 SANITARY DISTRICT, OR
OWYHEE CEMETERY MAINTENANCE DISTRICT, OR
OWYHEE IRRIGATION DISTRICT, OR
PACIFIC CITY JOINT WATER-SANITARY AUTHORITY, OR
PACIFIC COMMUNITIES HEALTH DISTRICT, OR
PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, OR
PALATINE HILL WATER DISTRICT, OR
PALMER CREEK WATER DISTRICT IMPROVEMENT COMPANY, OR
PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR
PANTHER CREEK ROAD DISTRICT, OR
PANTHER CREEK WATER DISTRICT, OR
PARKDALE R.F.P.D., OR
PARKDALE SANITARY DISTRICT, OR
PENINSULA DRAINAGE DISTRICT #1, OR
PENINSULA DRAINAGE DISTRICT #2, OR
PHILOMATH FIRE AND RESCUE, OR
PILOT ROCK CEMETERY MAINTENANCE DISTRICT #5, OR
PILOT ROCK PARK & RECREATION DISTRICT, OR
PILOT ROCK R.F.P.D., OR
PINE EAGLE HEALTH DISTRICT, OR
PINE FLAT DISTRICT IMPROVEMENT COMPANY, OR
PINE GROVE IRRIGATION DISTRICT, OR
PINE GROVE WATER DISTRICT-KLAMATH FALLS, OR
PINE GROVE WATER DISTRICT-MAUPIN, OR
PINE VALLEY CEMETERY DISTRICT, OR
PINE VALLEY R.F.P.D., OR
PINEWOOD COUNTRY ESTATES SPECIAL ROAD DISTRICT, OR
PIONEER DISTRICT IMPROVEMENT COMPANY, OR
PISTOL RIVER CEMETERY MAINTENANCE DISTRICT, OR
PISTOL RIVER FIRE DISTRICT, OR
PLEASANT HILL R.F.P.D., OR
PLEASANT HOME WATER DISTRICT, OR
POCAHONTAS MINING AND IRRIGATION DISTRICT, OR
POE VALLEY IMPROVEMENT DISTRICT, OR
POE VALLEY PARK & RECREATION DISTRICT, OR
POE VALLEY VECTOR CONTROL DISTRICT, OR
POLK COUNTY FIRE DISTRICT #1, OR
POLK S.W.C.D., OR
POMPADOUR WATER IMPROVEMENT DISTRICT, OR
PONDEROSA PINES EAST SPECIAL ROAD DISTRICT, OR
PORT OF ALSEA, OR
PORT OF ARLINGTON, OR
PORT OF ASTORIA, OR
PORT OF BANDON, OR
PORT OF BRANDON, OR
PORT OF BROOKINGS HARBOR, OR
PORT OF CASCADE LOCKS, OR
PORT OF COQUILLE RIVER, OR
PORT OF GARIBALDI, OR
PORT OF GOLD BEACH, OR
PORT OF HOOD RIVER, OR
PORT OF MORGAN CITY, LA
PORT OF MORROW, OR
PORT OF NEHALEM, OR
PORT OF NEWPORT, OR
PORT OF PORT ORFORD, OR
PORT OF PORTLAND, OR
PORT OF SIUSLAW, OR
PORT OF ST. HELENS, OR
PORT OF THE DALLES, OR
PORT OF TILLAMOOK BAY, OR
PORT OF TOLEDO, OR
PORT OF UMATILLA, OR
PORT OF UMPQUA, OR
PORT ORFORD CEMETERY MAINTENANCE DISTRICT, OR
PORT ORFORD PUBLIC LIBRARY DISTRICT, OR
PORT ORFORD R.F.P.D., OR
PORTLAND DEVELOPMENT COMMISSION, OR
PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR
POWDER R.F.P.D., OR
POWDER RIVER R.F.P.D., OR
POWDER VALLEY WATER CONTROL DISTRICT, OR
POWERS HEALTH DISTRICT, OR
PRAIRIE CEMETERY MAINTENANCE DISTRICT, OR
PRINEVILLE LAKE ACRES SPECIAL ROAD DISTRICT #1, OR
PROSPECT R.F.P.D., OR
QUAIL VALLEY PARK IMPROVEMENT DISTRICT, OR
QUEENER IRRIGATION IMPROVEMENT DISTRICT, OR
RAINBOW WATER DISTRICT, OR
RAINIER CEMETERY DISTRICT, OR
RAINIER DRAINAGE IMPROVEMENT COMPANY, OR
RALEIGH WATER DISTRICT, OR
REDMOND AREA PARK & RECREATION DISTRICT, OR
REDMOND FIRE AND RESCUE, OR
RIDDLE FIRE PROTECTION DISTRICT, OR

RIDGEWOOD DISTRICT IMPROVEMENT COMPANY, OR
RIDGEWOOD ROAD DISTRICT, OR
RIETH SANITARY DISTRICT, OR
RIETH WATER DISTRICT, OR
RIMROCK WEST IMPROVEMENT DISTRICT, OR
RINK CREEK WATER DISTRICT, OR
RIVER BEND ESTATES SPECIAL ROAD DISTRICT, OR
RIVER FOREST ACRES SPECIAL ROAD DISTRICT, OR
RIVER MEADOWS IMPROVEMENT DISTRICT, OR
RIVER PINES ESTATES SPECIAL ROAD DISTRICT, OR
RIVER ROAD PARK & RECREATION DISTRICT, OR
RIVER ROAD WATER DISTRICT, OR
RIVERBEND RIVERBANK WATER IMPROVEMENT DISTRICT, OR
RIVERDALE R.F.P.D. 11-JT, OR
RIVERGROVE WATER DISTRICT, OR
RIVERSIDE MISSION WATER CONTROL DISTRICT, OR
RIVERSIDE R.F.P.D. #7-406, OR
RIVERSIDE WATER DISTRICT, OR
ROBERTS CREEK WATER DISTRICT, OR
ROCK CREEK DISTRICT IMPROVEMENT, OR
ROCK CREEK WATER DISTRICT, OR
ROCKWOOD WATER P.U.D., OR
ROCKY POINT FIRE & EMS, OR
ROGUE RIVER R.F.P.D., OR
ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR
ROGUE VALLEY SEWER SERVICES, OR
ROGUE VALLEY SEWER, OR
ROGUE VALLEY TRANSPORTATION DISTRICT, OR
ROSEBURG URBAN SANITARY AUTHORITY, OR
ROSEWOOD ESTATES ROAD DISTRICT, OR
ROW RIVER VALLEY WATER DISTRICT, OR
RURAL ROAD ASSESSMENT DISTRICT #3, OR
RURAL ROAD ASSESSMENT DISTRICT #4, OR
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3
SAINT TAMMANY FIRE DISTRICT 4, LA
SALEM AREA MASS TRANSIT DISTRICT, OR
SALEM MASS TRANSIT DISTRICT
SALEM SUBURBAN R.F.P.D., OR
SALISHAN SANITARY DISTRICT, OR
SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR
SALMON RIVER PARK WATER IMPROVEMENT DISTRICT, OR
SALMONBERRY TRAIL INTERGOVERNMENTAL AGENCY, OR
SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR
SANDY DRAINAGE IMPROVEMENT COMPANY, OR
SANDY R.F.P.D. #72, OR
SANTA CLARA R.F.P.D., OR
SANTA CLARA WATER DISTRICT, OR
SANTIAM WATER CONTROL DISTRICT, OR
SAUVIE ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J, OR
SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY, OR
SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR
SCAPPOOSE R.F.P.D., OR
SCIO R.F.P.D., OR
SCOTTSBURG R.F.P.D., OR
SEAL ROCK R.F.P.D., OR
SEAL ROCK WATER DISTRICT, OR
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA
SHANGRI-LA WATER DISTRICT, OR
SHASTA VIEW IRRIGATION DISTRICT, OR
SHELLEY ROAD CREST ACRES WATER DISTRICT, OR
SHERIDAN FIRE DISTRICT, OR
SHERMAN COUNTY HEALTH DISTRICT, OR
SHERMAN COUNTY S.W.C.D., OR
SHORELINE SANITARY DISTRICT, OR
SILETZ KEYS SANITARY DISTRICT, OR
SILETZ R.F.P.D., OR
SILVER FALLS LIBRARY DISTRICT, OR
SILVER LAKE IRRIGATION DISTRICT, OR
SILVER LAKE R.F.P.D., OR
SILVER SANDS SPECIAL ROAD DISTRICT, OR
SILVERTON R.F.P.D. NO. 2, OR
SISTERS PARKS & RECREATION DISTRICT, OR
SISTERS-CAMP SHERMAN R.F.P.D., OR
SIUSLAW PUBLIC LIBRARY DISTRICT, OR
SIUSLAW S.W.C.D., OR
SIUSLAW VALLEY FIRE AND RESCUE, OR
SIXES R.F.P.D., OR
SKIPANON WATER CONTROL DISTRICT, OR
SKYLINE VIEW DISTRICT IMPROVEMENT COMPANY, OR
SLEEPY HOLLOW WATER DISTRICT, OR
SMITH DITCH DISTRICT IMPROVEMENT COMPANY, OR
SOUTH CLACKAMAS TRANSPORTATION DISTRICT, OR
SOUTH COUNTY HEALTH DISTRICT, OR
SOUTH FORK WATER BOARD, OR
SOUTH GILLIAM COUNTY CEMETERY DISTRICT, OR
SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR
SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR
SOUTH LAFOURCHE LEVEE DISTRICT, LA
SOUTH LANE COUNTY FIRE & RESCUE, OR
SOUTH SANTIAM RIVER WATER CONTROL DISTRICT, OR
SOUTH SHERMAN FIRE DISTRICT, OR
SOUTH SUBURBAN SANITARY DISTRICT, OR
SOUTH WASCO PARK & RECREATION DISTRICT, OR
SOUTHERN COOS HEALTH DISTRICT, OR
SOUTHERN CURRY CEMETERY MAINTENANCE DISTRICT, OR
SOUTHVIEW IMPROVEMENT DISTRICT, OR
SOUTHWEST LINCOLN COUNTY WATER DISTRICT, OR
SOUTHWESTERN POLK COUNTY R.F.P.D., OR
SOUTHWOOD PARK WATER DISTRICT, OR
SPECIAL ROAD DISTRICT #1, OR
SPECIAL ROAD DISTRICT #8, OR
SPRING RIVER SPECIAL ROAD DISTRICT, OR
SPRINGFIELD UTILITY BOARD, OR
ST. PAUL R.F.P.D., OR
STANFIELD CEMETERY DISTRICT #6, OR
STANFIELD IRRIGATION DISTRICT, OR
STARR CREEK ROAD DISTRICT, OR
STARWOOD SANITARY DISTRICT, OR
STAYTON FIRE DISTRICT, OR
SUBLIMITY FIRE DISTRICT, OR
SUBURBAN EAST SALEM WATER DISTRICT, OR
SUBURBAN LIGHTING DISTRICT, OR
SUCCOR CREEK DISTRICT IMPROVEMENT COMPANY, OR
SUMMER LAKE IRRIGATION DISTRICT, OR
SUMMERVILLE CEMETERY MAINTENANCE DISTRICT, OR
SUMNER R.F.P.D., OR
SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR
SUNDOWN SANITATION DISTRICT, OR
SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR
SUNNYSIDE IRRIGATION DISTRICT, OR
SUNRISE WATER AUTHORITY, OR
SUNRIVER SERVICE DISTRICT, OR
SUNSET EMPIRE PARK & RECREATION DISTRICT, OR
SUNSET EMPIRE TRANSPORTATION DISTRICT, OR
SURFLAND ROAD DISTRICT, OR
SUTHERLIN VALLEY RECREATION DISTRICT, OR
SUTHERLIN WATER CONTROL DISTRICT, OR
SWALLEY IRRIGATION DISTRICT, OR
SWEET HOME CEMETERY MAINTENANCE DISTRICT, OR
SWEET HOME FIRE & AMBULANCE DISTRICT, OR
SWISSHOME-DEADWOOD R.F.P.D., OR
TABLE ROCK DISTRICT IMPROVEMENT COMPANY, OR

TALENT IRRIGATION DISTRICT, OR
TANGENT R.F.P.D., OR
TENMILE R.F.P.D., OR
TERREBONNE DOMESTIC WATER DISTRICT, OR
THE DALLES IRRIGATION DISTRICT, OR
THOMAS CREEK-WESTSIDE R.F.P.D., OR
THREE RIVERS RANCH ROAD DISTRICT, OR
THREE SISTERS IRRIGATION DISTRICT, OR
TIGARD TUALATIN AQUATIC DISTRICT, OR
TIGARD WATER DISTRICT, OR
TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT, OR
TILLAMOOK COUNTY EMERGENCY COMMUNICATIONS DISTRICT, OR
TILLAMOOK COUNTY S.W.C.D., OR
TILLAMOOK COUNTY TRANSPORTATION DISTRICT, OR
TILLAMOOK FIRE DISTRICT, OR
TILLAMOOK P.U.D., OR
TILLER R.F.P.D., OR
TOBIN DITCH DISTRICT IMPROVEMENT COMPANY, OR
TOLEDO R.F.P.D., OR
TONE WATER DISTRICT, OR
TOOLEY WATER DISTRICT, OR
TRASK DRAINAGE DISTRICT, OR
TRI CITY R.F.P.D. #4, OR
TRI-CITY WATER & SANITARY AUTHORITY, OR
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
TRIMET, OR
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN HILLS PARK & RECREATION DISTRICT, OR
TUALATIN S.W.C.D., OR
TUALATIN VALLEY FIRE & RESCUE
TUALATIN VALLEY FIRE & RESCUE, OR
TUALATIN VALLEY IRRIGATION DISTRICT, OR
TUALATIN VALLEY WATER DISTRICT
TUALATIN VALLEY WATER DISTRICT, OR
TUMALO IRRIGATION DISTRICT, OR
TURNER FIRE DISTRICT, OR
TWIN ROCKS SANITARY DISTRICT, OR
TWO RIVERS NORTH SPECIAL ROAD DISTRICT, OR
TWO RIVERS S.W.C.D., OR
TWO RIVERS SPECIAL ROAD DISTRICT, OR
TYGH VALLEY R.F.P.D., OR
TYGH VALLEY WATER DISTRICT, OR
UMATILLA COUNTY FIRE DISTRICT #1, OR
UMATILLA COUNTY S.W.C.D., OR
UMATILLA COUNTY SPECIAL LIBRARY DISTRICT, OR
UMATILLA HOSPITAL DISTRICT, OR
UMATILLA R.F.P.D. #7-405, OR
UMATILLA-MORROW RADIO AND DATA DISTRICT, OR
UMPQUA S.W.C.D., OR
UNION CEMETERY MAINTENANCE DISTRICT, OR
UNION COUNTY SOLID WASTE DISPOSAL DISTRICT, OR
UNION COUNTY VECTOR CONTROL DISTRICT, OR
UNION GAP SANITARY DISTRICT, OR
UNION GAP WATER DISTRICT, OR
UNION HEALTH DISTRICT, OR
UNION R.F.P.D., OR
UNION S.W.C.D., OR
UNITY COMMUNITY PARK & RECREATION DISTRICT, OR
UPPER CLEVELAND RAPIDS ROAD DISTRICT, OR
UPPER MCKENZIE R.F.P.D., OR
UPPER WILLAMETTE S.W.C.D., OR
VALE OREGON IRRIGATION DISTRICT, OR
VALE RURAL FIRE PROTECTION DISTRICT, OR
VALLEY ACRES SPECIAL ROAD DISTRICT, OR
VALLEY VIEW CEMETERY MAINTENANCE DISTRICT, OR
VALLEY VIEW WATER DISTRICT, OR
VANDEVERT ACRES SPECIAL ROAD DISTRICT, OR
VERNONIA R.F.P.D., OR
VINEYARD MOUNTAIN PARK & RECREATION DISTRICT, OR
VINEYARD MOUNTAIN SPECIAL ROAD DISTRICT, OR
WALLA WALLA RIVER IRRIGATION DISTRICT, OR
WALLOWA COUNTY HEALTH CARE DISTRICT, OR
WALLOWA LAKE COUNTY SERVICE DISTRICT, OR
WALLOWA LAKE IRRIGATION DISTRICT, OR
WALLOWA LAKE R.F.P.D., OR
WALLOWA S.W.C.D., OR
WALLOWA VALLEY IMPROVEMENT DISTRICT #1, OR
WAMIC R.F.P.D., OR
WAMIC WATER & SANITARY AUTHORITY, OR
WARMSPRINGS IRRIGATION DISTRICT, OR
WASCO COUNTY S.W.C.D., OR
WATER ENVIRONMENT SERVICES, OR
WATER WONDERLAND IMPROVEMENT DISTRICT, OR
WATERBURY & ALLEN DITCH IMPROVEMENT DISTRICT, OR
WATSECO-BARVIEW WATER DISTRICT, OR
WAUNA WATER DISTRICT, OR
WEDDERBURN SANITARY DISTRICT, OR
WEST EAGLE VALLEY WATER CONTROL DISTRICT, OR
WEST EXTENSION IRRIGATION DISTRICT, OR
WEST LABISH DRAINAGE & WATER CONTROL IMPROVEMENT DISTRICT, OR
WEST MULTNOMAH S.W.C.D., OR
WEST SIDE R.F.P.D., OR
WEST SLOPE WATER DISTRICT, OR
WEST UMATILLA MOSQUITO CONTROL DISTRICT, OR
WEST VALLEY FIRE DISTRICT, OR
WESTERN HEIGHTS SPECIAL ROAD DISTRICT, OR
WESTERN LANE AMBULANCE DISTRICT, OR
WESTLAND IRRIGATION DISTRICT, OR
WESTON ATHENA MEMORIAL HALL PARK & RECREATION DISTRICT, OR
WESTON CEMETERY DISTRICT #2, OR
WESTPORT FIRE AND RESCUE, OR
WESTRIDGE WATER SUPPLY CORPORATION, OR
WESTWOOD HILLS ROAD DISTRICT, OR
WESTWOOD VILLAGE ROAD DISTRICT, OR
WHEELER S.W.C.D., OR
WHITE RIVER HEALTH DISTRICT, OR
WIARD MEMORIAL PARK DISTRICT, OR
WICKIUP WATER DISTRICT, OR
WILLAKENZIE R.F.P.D., OR
WILLAMALANE PARK & RECREATION DISTRICT, OR
WILLAMALANE PARK AND RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY
WILLAMETTE RIVER WATER COALITION, OR
WILLIAMS R.F.P.D., OR
WILLOW CREEK PARK DISTRICT, OR
WILLOW DALE WATER DISTRICT, OR
WILSON RIVER WATER DISTRICT, OR
WINCHESTER BAY R.F.P.D., OR
WINCHESTER BAY SANITARY DISTRICT, OR
WINCHUCK R.F.P.D., OR
WINSTON-DILLARD R.F.P.D., OR
WINSTON-DILLARD WATER DISTRICT, OR
WOLF CREEK R.F.P.D., OR
WOOD RIVER DISTRICT IMPROVEMENT COMPANY, OR
WOODBURN R.F.P.D. NO. 6, OR
WOODLAND PARK SPECIAL ROAD DISTRICT, OR
WOODS ROAD DISTRICT, OR
WRIGHT CREEK ROAD WATER IMPROVEMENT DISTRICT, OR
WY'EAST FIRE DISTRICT, OR
YACHATS R.F.P.D., OR
YAMHILL COUNTY TRANSIT AREA, OR
YAMHILL FIRE PROTECTION DISTRICT, OR
YAMHILL SWCD, OR
YONCALLA PARK & RECREATION DISTRICT, OR

YOUNGS RIVER-LEWIS & CLARK WATER DISTRICT, OR
ZUMWALT R.F.P.D., OR

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOGALUSA HIGH SCHOOL, LA
BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DOUGLAS EDUCATIONAL DISTRICT SERVICE
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM BARLOW JOINT SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
JUNCTION CITY SCHOOLS, OR
KLAMATH COUNTY SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
SALEM-KEIZER PUBLIC SCHOOLS 24J
MARION COUNTY SCHOOL DISTRICT 103
MARIST HIGH SCHOOL, OR
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MORROW COUNTY SCHOOL DIST, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY
MYRTLE PINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56
NEWBERG PUBLIC SCHOOLS
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH DOUGLAS SCHOOL DISTRICT
NORTH WASCO CITY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NOA
PLEASANT HILL SCHOOL DISTRICT
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SAINT TAMMANY PARISH SCHOOL BOARD, LA
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD PUBLIC SCHOOLS
SUTHERLIN SCHOOL DISTRICT
SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT
ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES), UT
ALIANZA ACADEMY, UT
ALPINE DISTRICT, UT
AMERICAN LEADERSHIP ACADEMY, UT
AMERICAN PREPARATORY ACADEMY, UT
BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES, UT
BEAR RIVER CHARTER SCHOOL, UT
BEAVER SCHOOL DISTRICT, UT
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA) , UT
BOX ELDER SCHOOL DISTRICT, UT
CBA CENTER, UT
CACHE SCHOOL DISTRICT, UT
CANYON RIM ACADEMY, UT
CANYONS DISTRICT, UT
CARBON SCHOOL DISTRICT, UT
CHANNING HALL, UT
CHARTER SCHOOL LEWIS ACADEMY, UT
CITY ACADEMY, UT
DAGGETT SCHOOL DISTRICT, UT
DAVINCI ACADEMY, UT
DAVIS DISTRICT, UT
DUAL IMMERSION ACADEMY, UT
DUCHESNE SCHOOL DISTRICT, UT
EARLY LIGHT ACADEMY AT DAYBREAK, UT
EAST HOLLYWOOD HIGH, UT
EDITH BOWEN LABORATORY SCHOOL, UT
EMERSON ALCOTT ACADEMY, UT
EMERY SCHOOL DISTRICT, UT

ENTHEOS ACADEMY, UT
EXCELSIOR ACADEMY, UT
FAST FORWARD HIGH, UT
FREEDOM ACADEMY, UT
GARFIELD SCHOOL DISTRICT, UT
GATEWAY PREPARATORY ACADEMY, UT
GEORGE WASHINGTON ACADEMY, UT
GOOD FOUNDATION ACADEMY, UT
GRAND SCHOOL DISTRICT, UT
GRANITE DISTRICT, UT
GUADALUPE SCHOOL, UT
HAWTHORN ACADEMY, UT
INTECH COLLEGIATE HIGH SCHOOL, UT
IRON SCHOOL DISTRICT, UT
ITINERIS EARLY COLLEGE HIGH, UT
JOHN HANCOCK CHARTER SCHOOL, UT
JORDAN DISTRICT, UT
JUAB SCHOOL DISTRICT, UT
KANE SCHOOL DISTRICT, UT
KARL G MAESER PREPARATORY ACADEMY, UT
LAKEVIEW ACADEMY, UT
LEGACY PREPARATORY ACADEMY, UT
LIBERTY ACADEMY, UT
LINCOLN ACADEMY, UT
LOGAN SCHOOL DISTRICT, UT
MARIA MONTESSORI ACADEMY, UT
MERIT COLLEGE PREPARATORY ACADEMY, UT
MILLARD SCHOOL DISTRICT, UT
MOAB CHARTER SCHOOL, UT
MONTICELLO ACADEMY, UT
MORGAN SCHOOL DISTRICT, UT
MOUNTAINVILLE ACADEMY, UT
MURRAY SCHOOL DISTRICT, UT
NAVIGATOR POINTE ACADEMY, UT
NEBO SCHOOL DISTRICT, UT
NO UT ACAD FOR MATH ENGINEERING & SCIENCE (NUAMES), UT
NOAH WEBSTER ACADEMY, UT
NORTH DAVIS PREPARATORY ACADEMY, UT
NORTH SANPETE SCHOOL DISTRICT, UT
NORTH STAR ACADEMY, UT
NORTH SUMMIT SCHOOL DISTRICT, UT
ODYSSEY CHARTER SCHOOL, UT
OGDEN PREPARATORY ACADEMY, UT
OGDEN SCHOOL DISTRICT, UT
OPEN CLASSROOM, UT
OPEN HIGH SCHOOL OF UTAH, UT
OQUIRRH MOUNTAIN CHARTER SCHOOL, UT
PARADIGM HIGH SCHOOL, UT
PARK CITY SCHOOL DISTRICT, UT
PINNACLE CANYON ACADEMY, UT
PIUTE SCHOOL DISTRICT, UT
PROVIDENCE HALL, UT
PROVO SCHOOL DISTRICT, UT
QUAIL RUN PRIMARY SCHOOL, UT
QUEST ACADEMY, UT
RANCHES ACADEMY, UT
REAGAN ACADEMY, UT
RENAISSANCE ACADEMY, UT
RICH SCHOOL DISTRICT, UT
ROCKWELL CHARTER HIGH SCHOOL, UT
SALT LAKE ARTS ACADEMY, UT
SALT LAKE CENTER FOR SCIENCE EDUCATION, UT
SALT LAKE SCHOOL DISTRICT, UT
SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT
SAN JUAN SCHOOL DISTRICT, UT
SEVIER SCHOOL DISTRICT, UT
SOLDIER HOLLOW CHARTER SCHOOL, UT
SOUTH SANPETE SCHOOL DISTRICT, UT
SOUTH SUMMIT SCHOOL DISTRICT, UT
SPECTRUM ACADEMY, UT
SUCCESS ACADEMY, UT
SUCCESS SCHOOL, UT
SUMMIT ACADEMY, UT
SUMMIT ACADEMY HIGH SCHOOL, UT
SYRACUSE ARTS ACADEMY, UT
THOMAS EDISON - NORTH, UT
TIMPANOGOS ACADEMY, UT
TINTIC SCHOOL DISTRICT, UT
TOOELE SCHOOL DISTRICT, UT
TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS, UT
UINTAH RIVER HIGH, UT
UINTAH SCHOOL DISTRICT, UT
UTAH CONNECTIONS ACADEMY, UT
UTAH COUNTY ACADEMY OF SCIENCE, UT
UTAH ELECTRONIC HIGH SCHOOL, UT
UTAH SCHOOLS FOR DEAF & BLIND, UT
UTAH STATE OFFICE OF EDUCATION, UT
UTAH VIRTUAL ACADEMY, UT
VENTURE ACADEMY, UT
VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND TECHNOLOGY, UT
WALDEN SCHOOL OF LIBERAL ARTS, UT
WASATCH PEAK ACADEMY, UT
WASATCH SCHOOL DISTRICT, UT
WASHINGTON SCHOOL DISTRICT, UT
WAYNE SCHOOL DISTRICT, UT
WEBER SCHOOL DISTRICT, UT
WEILENMANN SCHOOL OF DISCOVERY, UT

HIGHER EDUCATION

ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE
CENTENARY COLLEGE OF LOUISIANA
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE
CONCORDIA UNIVERSITY
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
LOUISIANA COLLEGE, LA
LOUISIANA STATE UNIVERSITY
LOUISIANA STATE UNIVERSITY HEALTH SERVICES
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON INSTITUTE OF TECHNOLOGY
OREGON STATE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII

ROGUE COMMUNITY COLLEGE
SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT
WEBER STATE UNIVERSITY, UT
SOUTHERN UTAH UNIVERSITY, UT
SNOW COLLEGE, UT
DIXIE STATE COLLEGE, UT
COLLEGE OF EASTERN UTAH, UT
UTAH VALLEY UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES
ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT ATTORNEY
STATE OF UTAH

Sample Cintas Facilities Solutions Cooperative Acceptance Agreement

CINTAS

Facilities Solutions Cooperative Acceptance Agreement

Date _____
Location No._____
Contract No._____
Customer No._____

CC # Agreement #
GPO CC # GPO Agreement

Customer/Participating Agency_____Phone_____

Address_____City_____State_____Zip_____

UNIFORM PRODUCT RENTAL PRICING:

Item #	Description	Unit Price

This Agreement is effective as of the date of execution for a term of 60 mon from the date of installation or renewal.

- Standard Name Emblem $_____ea • Standa Agency E blem $_____ea
- Custom Agency Emblem $_____ea • Embroid ry $_____ea
- Uniform Advantage: Item_____ $_____Ea. per week
- Premium Uniform Advantage Item_____ $_____Ea. per week
- Emblem Advantage: Item_____ $_____Ea. per week
- Prep Advantage: Ite _____ $_____Ea. per week
- Minimum Charge $35.00_____per delivery or 50% c initial invoice (the greater of the two).
- Make-Up charge $_____per garment.
- Non-Standard/Special Cut Garment (i.e., non-s ndard, -stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium $_____p garm t.
- Seasonal Sleeve Change $_____per garment.
- Under no circumstances will the C mpany accept t tiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.
- Artwork Charge for Logo Mat $_____
- Payment Terms Net
- Size Change: Customer agrees to have employ s measured by a Cintas representative using garment "size samples" or Cintas TruFit. A charge of $_____per garment will be assessed for employee's size changed within 4 weeks of installation.
- Other_____

FACILITY SERVICES PRODUCTS PRICING:

Item #	Description	Rental Freq.	Inventory	Unit Price

- Automatic Lost Replacement Charge: Item_____% of Inventory_____$_____Ea.
- Automatic Lost Replacement Charge: Item_____% of Inventory_____$_____Ea.

__/__ ☐ ____Initial and check box if Unilease. All Garments will be cleaned by customer
Date

__/__ ☐ ____Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control
Date customer.

__/__ ☐ ____Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments
Date direct embroidery for any reason, or terminates this Agreement for any reason or fails to renew this Agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values. (See term #4 below).

Cintas Representative Initial_____ Customer Initial _____

SAMPLE

Omnia Participating Public Agencies Terms

1. Participating Public Agencies: Supplier agrees to extend the same terms, covenants agreed to under the OMNIA Vendor Agreement executed between Cintas Corporation and University of Nebraska (the "Master Agreement") to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each participating Public Agency will be exclusively responsible and deal directly with Supplier on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement.
2. **Dispute Resolution – Arbitration and Class Waiver**. This provision shall take precedence over and supersede any contrary or conflicting provision in the Master Agreement.
    a. **Arbitration Notice**. Customer agrees to the maximum extent permitted by law that any dispute, controversy, or claim arising out of or relating to this Agreement (including its enforcement, performance, breach, arbitrability, or interpretation) or to the products or services provided hereunder will be submitted to and resolved by final and binding individual arbitration. ARBITRATION MEANS THAT AN ARBITRATOR, AND NOT A JUDGE OR A JURY, WILL DECIDE THE DISPUTE, CONTROVERSY, OR CLAIM. BY ACCEPTING THESE TERMS, YOU AND CINTAS ARE EACH EXPRESSLY WAIVING THE RIGHT TO A TRIAL BY JURY AND TO PURSUE OR PARTICIPATE IN ANY CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE CLAIMS OR PROCEEDINGS EITHER IN ARBITRATION OR IN ANY COURT. To the extent a class or collective action or representative claim or proceeding may not be waived, you agree to stay any such actions, claims, and proceedings until after all actions, claims, and proceedings subject to arbitration are fully resolved.
    b. **Arbitration Procedures**. Any arbitration between Customer and Cintas will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting Cintas. Any arbitration hearings will take place in the state in which Customer is located; provided, however, that if the claim is for $10,000 or less, Customer may choose for the arbitration instead to be conducted: (i) solely on the basis of documents submitted to the arbitrator; or (ii) through a telephonic hearing. The arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.
    c. **Fees**. Arbitration fees will be assessed consistent with the AAA Rules.
    d. **No Class Actions in Arbitration or in Any Court, No Jury Trial**. CUSTOMER AND CINTAS AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITIES AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, WHETHER IN ARBITRATION OR IN ANY COURT. FURTHER, UNLESS BOTH CUSTOMER AND CINTAS AGREE OTHERWISE, AN ARBITRATOR OR JUDGE MAY NOT CONSOLIDATE MORE THAN ONE PARTICIPATING PUBLIC AGENCY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.
    FOR THE AVOIDANCE OF DOUBT, CUSTOMER AND CINTAS AGREE TO RESOLVE ANY DISPUTE ON AN INDIVIDUAL, NON-REPRESENTATIVE, NON-CLASS BASIS IN ARBITRATION. BUT IF FOR ANY REASON SUCH DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO HAVE THE DISPUTE PROCEED AS A CLASS ACTION OR IN ANY REPRESENTATIVE CAPACITY WHATSOEVER. IF THE DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY.
    e. **Enforceability.** If the requirement to submit any and all disputes, controversies, and claims to binding arbitration is found to be unenforceable or contrary to applicable law, the dispute, controversy or claim will be resolved in accordance with, and governed by, the laws of the State in which the Participating Public Agency exists.
    f. **Severability**. If any section or provision of this ¶ 2, Dispute Resolution – Arbitration and Class Waiver, is found to be unenforceable or invalid, the parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions of the parties, and the remainder will be given full force and effect.
3. **Dispute Resolution – Timing of invoice challenges:** Requests for an invoice adjustment or challenges to invoice amounts must be received by Cintas within 60 days of Customer's receipt of the contested invoice, or any billing dispute is waived. Notification to Cintas of a request for an invoice adjustment must be made in writing and must include the invoice number, disputed amount, and the reason for the disputed charge.
4. Master Agreement available at https://www.omniapartners.com/publicsector.
5. In the event of any conflict between this Facilities Solutions Cooperative Acceptance Agreement (this "Agreement") and the Master Agreement, the Master Agreement shall prevail, except to the extent this Agreement specifically provides that it is superseding a provision in the Master Agreement.

Supplier General Service Terms Section

6. **Prices** Customer agrees to rent from Company, and Company agrees to provide to Customer, the Merchandise, inventory and services on the Master Agreement and / or outlined above. There will be a minimum charge of thirty-five dollars ($35.00) or 50% of initial invoice (whichever is greater) per week for each Customer location required to purchase its rental services from Company as set forth in this Agreement.

Cintas Representative Initial_____ Customer Initial _____

7. **Buyback of Non-Standard Garments (if applicable)** Customer has ordered from Company a garment rental service requiring embroidered garments that may not be standard to Company's normal rental product line. Those non-standard products will be designated as such under-Garment Description in Exhibit Buyback of Non-Standard Garments (if applicable). In the event Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement for any reason other than documented quality of service reasons which are not cured, Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.
8. **Garments' Lack of Flame Retardant or Acid Resistant Features** Unless specified otherwise in writing by the Company, the garments supplied under this Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Company upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Agreement require flame retardant or acid resistant clothing.
9. **Logo Mats** In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this Agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that the Company has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.
10. **Adding Employees** Additional employees and Merchandise may be added to this Agreement at any time upon written or oral request by the Customer to the Company. Any such additional employees or Merchandise shall automatically become a part of and subject to the terms of this Agreement. If such employees are employed at a Customer location that is then participating under this Agreement, the Customer shall pay Company the one-time preparation fee indicated on the Master Agreement and / or outlined above. Customer shall not pay Company any one-time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.
11. **Emblem Guarantee** Customer has requested that Company supply emblems desi ..ed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"). Company will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.
12. In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Agreement for any reason or fails to renew this Agreement, the Customer will purchase at the tim of deletion, design change, termination or expiration, all remaining Customer Emblems that the Company allocated to Customer at the price indicated on the Master Agreement and / or outlined above of this Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer :m lem or (b) a quantity agreed to by Company and Customer and noted on the Master Agreement and / or outlined above.
13. **Terminating Employees** Subject to the provisions of t .is Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of .osence of three (3) weeks r more, shall be terminated upon oral or written notice by the Customer to the Company but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Company.
14. **Replacement** In the event any Merchandise is lost, stolen or is not returned to Company, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Custor er agrees to pay for said Merchandise at the then current Loss/Damage Replacement Values.
15. **Indemnification** To the fullest extent permitted by law, Company agrees to defend, indemnify, pay on behalf of and save harmless the Participating Public Agency, its elected and appointed officials, agents, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including reasonable attorneys' fees and all other costs connected therewith, arising out of or connected to the services provided by Company under this Contract, but only to the extent of Company's negligence.
16. **Additional Customer Locations**. Notwithstanding anything to the contrary contained herein, there will be a minimum term equal to the greater of thirty-six (36) months or the remainde of the term for any individual Customer location added after the date of this Agreement.
17. **Additional Items:** Additional customer employees, products and services may be added to this Agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this Agreement is terminated early for convenience, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this Agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or terminated by Company for non-payment by Customer at any time Customer will pay to Company, as termination charges and not as a penalty based upon the following schedule:
    - If this Agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as termination charges equal to 52 weeks of rental service.
    - If this Agreement is cancelled for convenience in months thirteen (13) through twenty-four (24) of the term, Customer shall pay as termination charges equal to thirty-nine (39) weeks of rental service.
    - If this Agreement is cancelled for convenience in months twenty-five (25) through thirty-six (36) of the term, Customer shall pay as termination charges equal to twenty-six (26) weeks of rental service.
    - If this Agreement is cancelled for convenience after forty-eight (48) months of service, Customer shall pay as termination charges of thirteen (13) weeks of rental service.
    - Customer shall also be responsible to return all of the Merchandise allocated to such Customer locations terminating this Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.
18. **Federal Funds.** In no event will Cintas act as a subcontractor under a U.S. federal prime contractor or a subrecipient under a U.S. federal grant or cooperative agreement.
19. **Customer Funding Source**. Customer must select the appropriate response below:
    Is Customer a United States federal government agency or instrumentality, or will Customer pay for the goods and services ordered

Cintas Representative Initial_____ Customer Initial _____

under this Agreement with any United States government funds?

___No

___Yes (If Yes, Customer must provide any applicable U.S. government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this agreement).

20. **Additional Terms.** Customer must select the appropriate response below:

Does Customer require any additional terms and conditions to be incorporated into this Agreement, or is Customer accepting the Agreement without additional terms?

___ No additional terms needed

___ Additional terms required (If so, Customer must provide any applicable additional terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this agreement).

21. I authorize Cintas to verify my credit on Credit net and/or by contacting the parties provided. I am authorized to sign on behalf of this company. In addition, I authorize Cintas to open a new account on behalf of the company and deliver the products or services listed above at the agreed upon pricing and delivery terms.

Cintas Loc. No: _____ Please Sign Name _____

By: _____ Please Print Name _____

Title: _____ Please Print Title _____

Accepted-GM: _____ Email _____

Cintas Matrix Account ☐ Yes ☐ No

Customer Contact _____

Cintas MAM Partner Name _____

Customer Contact Email _____

SAMPLE

Cintas Representative Initial_____ Customer Initial _____

CINTAS
READY FOR THE WORKDAY

Accounts Payable Contact/ Billing Information

How should the Business Name read on the invoice?

Do you have other sites/locations within your agency that are set up for billing with Cintas? **YES** **NO** **UNSURE**

Are you Tax Exempt? **YES** **NO** **If Yes**, where can I get a copy of your tax-exempt form?

PAYER INFORMATION: This section covers the address where the person who pays the bills is and their contact information.

Account Payable Contact Name:

Account Payable Contact Phone #:

Account Payable Email:

Payer Street Address:

City: ST/PROV: ZIP/PC:

We will use the Payer address above as the address that is used for credit reference/credit check if it is different from service address.

BILL-TO INFORMATION: This section covers **where the bill will be mailed/sent to.**

Same as Payer OR **Same as Sold-To**

Bill-To Street Address:

City: ST/PROV: ZIP/PC:

WE CAN CUSTOMIZE HOW YOU RECEIVE YOUR BILL FOR PAYMENT PROCESSING

Invoice Delivery (choose one): **Leave at Site and Email** **Email Only** **Physically Mail** **Leave at site after service**

Do invoices require a purchase order? **YES** **NO** **If yes**, please provide PO#

Will the same PO need to appear on each invoice? **YES** **NO** Is there an expiration date?

NET TERMS: Net 30 Standard

SAMPLE

Cintas Representative Initial_____ Customer Initial _____

PAYMENT OPTIONS

Check

ACH/EFT - We will have our ACH/EFT team contact the AP contact above with ACH/EFT payment details

Credit Card - We will have our Payment Center contact the AP Contact above for credit card details

Unless noted below, your AP contact above will be automatically registered to manage your Cintas account online with myCintas Billing. myCintas allows you to conveniently access your account anytime using your computer, tablet, or mobile device!

Do not send information about Online Bill Pay (US Only)

SAMPLE

Cintas Representative Initial_____ Customer Initial _____

Sample Cintas Fire Protection Acceptance Agreement

CINTAS
READY FOR THE WORKDAY

OMNIA
PARTNERS

FIRE PROTECTION ACCEPTANCE AGREEMENT

Location No._____
Contract No._____
Customer No._____

Date_____

Participating OMNIA Member:._____ Phone_____

Address_____ _ City_____ State_____ Zip_____

FIRE PROTECTION PRICING:

Item #	Description	Unit Price

- This Fire Protection Acceptance Agreement (this "Agreement") is effective as of this d e from_to_____, with a minimum term of 12 months. The length of this Agreement will commence with the actual start of services, regardle of the start date of the OMNIA Vendor Agreement executed between Cintas Corporation and University of Nebraska Master Agreem nt (the "**M ster Agreement**"). In the event of any conflict between this Agreement and the Master Agreement, the Master Agreement shal p ail, excep to the extent this Agreement specifically provides that it is superseding a provision in the Master Agreement. Any negotiations of p te s or discounts must be approved by OMNIA for the Master Agreement. Any such changes shall take effect on the anniversa ate of Master Agreement.
- This Agreement covers the following locations:

Location Name	Address	City	Stat	Zip	Phone	Contact Name

- This Agreement covers the following inspectio tes g mainten ce services and new equipment (check all that apply):

Item	Yes or N	Frequency
Portable Fire Extinguishers		
Exit and Emergency Lighting		
Fire Sprinkler Systems		
Fire Alarm Systems		
Kitchen Suppression Systems		
Backflow Prevention Devices		
Special Hazard Systems		
Fire Training		

- I authorize Cintas to verify my credit on Credit net and/or by contacting the parties provided. I am authorized to sign on behalf of this company. In addition, I authorize Cintas to open a new account on behalf of the company and deliver the products or services listed above at the agreed upon pricing and delivery terms.

CUSTOMER:

Cintas Loc. No: _____ Please Sign Name_____

By: _____ Please Print Name _____

Title: _____ Please Print Title_____

Accepted-GM: _____ Email_____

Cintas Representative_____ Customer_____

PLEASE READ THESE TERMS CAREFULLY. BY SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY, THESE TERMS.

Omnia Participating Public Agencies Terms

1. **Participating Public Agencies**: Supplier agrees to extend the same terms, covenants agreed to under the Master Agreement to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each participating Public Agency will be exclusively responsible and deal directly with Supplier on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement.
2. **Dispute Resolution – Arbitration and Class Waiver**. This provision shall take precedence over and supersede any contrary or conflicting provision in the Master Agreement.
    a. **Arbitration Notice**. Customer agrees to the maximum extent permitted by law that any dispute, controversy, or claim arising out of or relating to this Agreement (including its enforcement, performance, breach, arbitrability, or interpretation) or to the products or services provided hereunder will be submitted to and resolved by final and binding individual arbitration. ARBITRATION MEANS THAT AN ARBITRATOR, AND NOT A JUD E OR A JURY, WILL DECIDE THE DISPUTE, CONTROVERSY, OR CLAIM. BY ACCEPTING THESE TERMS, YOU AND CINTAS ARE EACH EXPRESSLY WAIVING THE RIGHT TO A TRIAL BY JURY AND TO PURSUE OR PARTICIPATE IN ANY CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE CLAIMS OR PROCEEDINGS EITHER IN ARBITRATION OR IN ANY COURT. To the extent a class or collective action or representative claim or proceedi g may not be waived, you agree to stay any such actions, claims, and proceedings until after all actions, clai s, and proceedings subject to arbitration are fully resolved.
    b. **Arbitration Procedures**. Any arbitration between Customer and Cintas will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules and filing forms are available onli at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting Cintas. Any arbitration hearings will take place in the state in which the Customer is located; provided, however, that if the claim is for $10,000 or less, Customer may choose for the arbitration instead to conducted: (i) solely on the basis of documents submitted to the arbitrator; or (ii) through a telephonic hearing. The arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.
    c. **Fees**. If Customer commences arbitration in accordance with this Agreement, arbitration fees will be assessed consistent with the AAA Rules.
    d. **No Class Actions in Arbit ation or in Any Court, No Jury Trial**. CUSTOMER AND CINTAS AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL C P CITIES AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, WHETHER IN ARBITRATION OR IN ANY COURT. FURTHER, UNLESS BOTH CUSTOMER AND CINTAS AGREE OTHERWISE, AN ARBITRATOR OR JUDGE MAY NOT CONSOLIDATE MORE THAN ONE PARTICIPATING PUBLIC AGENCY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.
    FOR THE AVOIDANCE OF DOUBT, CUSTOMER AND CINTAS AGREE TO RESOLVE ANY DISPUTE ON AN INDIVIDUAL, NON-REPRESENTATIVE, NON-CLASS BASIS IN ARBITRATION, BUT IF FOR ANY REASON SUCH DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO HAVE THE DISPUTE PROCEED AS A CLASS ACTION OR IN ANY REPRESENTATIVE CAPACITY WHATSOEVER. IF THE DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY.
    e. **Enforceability.** If the requirement to submit any and all disputes, controversies, and claims to binding arbitration is found to be unenforceable or contrary to applicable law, the dispute, controversy or claim will be resolved in accordance with, and governed by, the laws of the State in which the Participating Public Agency exists.
    f. **Severability**. If any section or provision of this ¶ 2, Dispute Resolution – Arbitration and Class Waiver, is found to be unenforceable or invalid, the parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions of the parties, and the remainder will be given full force and effect.
3. **Dispute Resolution – Timing of invoice challenges:** Requests for an invoice adjustment or challenges to invoice amounts must be received by Cintas within 60 days of Customer's receipt of the contested invoice, or any billing dispute is waived. Notification to Cintas of a request for an invoice adjustment must be made in writing and must include the invoice number, disputed amount, and the reason for the disputed charge.
4. Master Agreement available at https://www.omniapartners.com/publicsector.

Supplier General Service Terms Section

Cintas Representative_____ Customer_____

1. **Customer Obligations:** Customer shall make its premises and facilities available to Company for the performance by Company of the Services. If Customer cancels a scheduled service appointment without providing prior notice or if Company is prevented from performing any Services upon arrival by Customer or conditions at the location, then Company may charge a cancellation fee or trip charge.
2. **Equipment Exchange**: Customer hereby agrees that in servicing Customer's portable fire extinguishers, Company may exchange Customer's portable fire extinguishers for Company's portable fire extinguishers of similar kind and quality. Customer further acknowledges and agrees that upon completion of such exchange that all right, title and interest in the Customer's portable fire extinguishers so exchanged will belong to Company and all right, title and interest in Company's portable fire extinguishers so exchanged will belong to Customer.
3. **Federal Funds.** In no event will Cintas act as a subcontractor under a U.S. federal prime contractor or a subrecipient under a U.S. federal grant or cooperative agreement.
4. **Customer Funding Source.** Customer must select the appropriate response below:
   Is Customer a United States federal government agency or instrumentality, or will Customer pay for the goods and services ordered under this Agreement with any United States government funds?
   ___No
   ___Yes (If Yes, Customer must provide any applicable U.S. government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this agreement).
5. **Additional Terms.** Customer must select the appropriate response below:
   Does Customer require any additional terms and conditions to be incorporated into this Agreement, or is Customer accepting the Agreement without additional terms?
   ___ No additional terms needed
   ___ Additional terms required (If so, Customer must provide any applicable additional terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this agreement).

SAMPLE

Cintas Representative_____ Customer_____

CINTAS
READY FOR THE WORKDAY

Accounts Payable Contact/ Billing Information

How should the Business Name read on the invoice?

Do you have other sites/locations within your agency that are set up for billing with Cintas? **YES** **NO** **UNSURE**

Are you Tax Exempt? **YES** **NO** **If Yes**, where can I get a copy of your tax-exempt form?

PAYER INFORMATION: This section covers the address where the person who pays the bills is and their contact information.

Account Payable Contact Name:

Account Payable Contact Phone #:

Account Payable Email:

Payer Street Address:

City: ST/P .OV: ZIP/PC:

We will use the Payer address above as the address that is used for cre efere ce/credit h ck if it is different from service address.

BILL-TO INFORMATION: This section covers **where the bill will be mailed/sent to.**

Same as Payer OR **Same as Sold-To**

Bill-To Street Address:

City: T/PROV: ZIP/PC:

WE CAN CUSTOMIZE HOW YOU RE EIVE YOUR BILL FOR PAYMENT PROCESSING

Invoice Delivery (choose one): **ve at Sit and Email** **Email Only** **Physically Mail** **Leave at site after service**

Do invoices require a purchase order? **YES** **NO** **If yes**, please provide PO#

Will the same PO need to appear on each invoice? **YES** **NO** Is there an expiration date?

NET TERMS: Net 30 Standard

PAYMENT OPTIONS

Cintas Representative_____ Customer_____

SAMPLE

Check

ACH/EFT - We will have our ACH/EFT team contact the AP contact above with ACH/EFT payment details

Credit Card - We will have our Payment Center contact the AP Contact above for credit card details

Unless noted below, your AP contact above will be automatically registered to manage your Cintas account online with myCintas Billing. myCintas allows you to conveniently access your account anytime using your computer, tablet, or mobile device!

Do not send information about Online Bill Pay (US Only)

SAMPLE

Cintas Representative_____ Customer_____

DocuSign

Certificate Of Completion

Envelope Id: B74BB212C8C04F089970DD8D5B4527AB
Status: Completed
Subject: Signature request on Contract Cintas Workplace Solutions - University of Nebraska - 02092023
Source Envelope:
Document Pages: 103
Signatures: 4
Certificate Pages: 5
Initials: 4
AutoNav: Enabled
EnvelopeId Stamping: Disabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
University of Nebraska Contracts Service Account
1400 R St.
Lincoln, NE 68588
contracts@nebraska.edu
IP Address: 35.170.89.44

Record Tracking

Status: Original
5/31/2023 2:31:44 PM
Holder: University of Nebraska Contracts Service Account
contracts@nebraska.edu
Location: DocuSign

Signer Events	Signature	Timestamp
Doug Carlson dougcarlson@nebraska.edu AVP & Chief Procurement Officer University of Nebraska Security Level: Email, Account Authentication (Optional)	 Signature Adoption: Drawn on Device Using IP Address: 129.93.161.221	Sent: 5/31/2023 2:46:30 PM Viewed: 5/31/2023 5:13:38 PM Signed: 5/31/2023 5:37:01 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Robyn Pitzer PitzerR@cintas.com Security Level: Email, Account Authentication (Optional)	RP Signature Adoption: Pre-selected Style Using IP Address: 155.190.22.3	Sent: 5/31/2023 5:37:05 PM Viewed: 6/1/2023 6:37:27 AM Signed: 6/1/2023 2:33:26 PM
Electronic Record and Signature Disclosure: Accepted: 6/1/2023 6:37:27 AM ID: eb366584-76a7-4adc-be13-8a3285a3a902		
Joe Cerni cern j@cintas.com VP Higher Education & Public Sector Security Level: Email, Account Authentication (Optional)	 Signature Adoption: Uploaded Signature Image Using IP Address: 155.190.18.58	Sent: 6/1/2023 2:33:31 PM Viewed: 6/1/2023 2:40:06 PM Signed: 6/1/2023 2:42:57 PM
Electronic Record and Signature Disclosure: Accepted: 6/1/2023 2:40:06 PM ID: c549043b-053e-461e-82f1-2ca7cb7d21f7		
Chris Kabourek ckabourek@nebraska.edu Senior VP | CFO University of Nebraska Security Level: Email, Account Authentication (Optional)	Chris Kabourek Signature Adoption: Pre-selected Style Using IP Address: 129.93.161.221	Sent: 6/1/2023 2:43:03 PM Viewed: 6/1/2023 5:00:08 PM Signed: 6/1/2023 5:12:06 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	**Status**	**Timestamp**
Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Ryan Duncan duncanr@cintas.com Major Account Manager Security Level: Email, Account Authentication (Optional) **Electronic Record and Signature Disclosure:** Accepted: 12/9/2021 3:34:02 PM ID: 4e79445d-dc86-45fa-8f51-63721fb91094	COPIED	Sent: 6/1/2023 5:12:11 PM Viewed: 6/1/2023 5:36:23 PM
Sydney Zach sydney.zach@nebraska.edu Senior Sourcing Agent University of Nebraska Security Level: Email, Account Authentication (Optional) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 6/1/2023 5:12:12 PM Viewed: 6/1/2023 5:12:58 PM
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**
Envelope Summary Events	**Status**	**Timestamps**
Envelope Sent	Hashed/Encrypted	5/31/2023 2:46:30 PM
Certified Delivered	Security Checked	6/1/2023 5:00:08 PM
Signing Complete	Security Checked	6/1/2023 5:12:06 PM
Completed	Security Checked	6/1/2023 5:12:12 PM
Payment Events	**Status**	**Timestamps**
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Internet 2 OBO University of Nebraska - Lincoln (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Internet 2 OBO University of Nebraska - Lincoln:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: esignature@nebraska.edu

To advise Internet 2 OBO University of Nebraska - Lincoln of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at esignature@nebraska.edu and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Internet 2 OBO University of Nebraska - Lincoln

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to esignature@nebraska.edu and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Internet 2 OBO University of Nebraska - Lincoln

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to esignature@nebraska.edu and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Internet 2 OBO University of Nebraska - Lincoln as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Internet 2 OBO University of Nebraska - Lincoln during the course of your relationship with Internet 2 OBO University of Nebraska - Lincoln.

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 10/16/2025

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

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

PRODUCER
Aon Risk Services Northeast, Inc.
c/o Aon Client Services
4 Overlook Point
Lincolnshire IL 60069 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Liberty Insurance Corporation	42404
INSURER B:	Liberty Mutual Fire Ins Co	23035
INSURER C:	LM Insurance Corporation	33600
INSURER D:	Westchester Fire Insurance Company	10030
INSURER E:		
INSURER F:		

INSURED
Cintas Corporation and its Subsidiaries
6800 Cintas Blvd
PO Box 625737
Cincinnati OH 45262 USA

COVERAGES **CERTIFICATE NUMBER:** 570116240456 **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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE / X OCCUR X Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / X LOC OTHER:			TB2651004227095	07/01/2025	07/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $1,000,000 $5,000 $2,000,000 $2,000,000 $2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY X Comp/Coll $0 Ded.			AS7-651-004227-075	07/01/2025	07/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$5,000,000
D	X **UMBRELLA LIAB** / X OCCUR **EXCESS LIAB** / CLAIMS-MADE DED / X RETENTION $10,000			G22035277020	07/01/2025	07/01/2026	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
C C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WA565D004227105 WC5651004227125	07/01/2025 07/01/2025	07/01/2026 07/01/2026	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	$2,000,000 $2,000,000 $2,000,000

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

RE: Project Description: City of Santa Fe. City of Santa Fe, their officials, officers, employees and agents are included as Additional Insured on the General Liability, Automobile Liability and Umbrella Liability policies but only with respect to work performed under contract between the Certificate Holder and the Insured. The General Liability policy insurance afforded the Additional Insured is considered Primary, only to the extent required by written contract. On the General Liability, Automobile Liability, Umbrella Liability and Workers' Compensation policies, a Waiver of Subrogation exists in favor of the City of Santa Fe, their officials, officers, employees and agents, only to the extent required by written contract and that negligent acts of the Additional Insured are excluded. Should General Liability, Automobile Liability and Workers' Compensation policies be

CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Ave.
Santa Fe NC 87501 USA

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

Aon Risk Services Northeast, Inc.

Holder Identifier : 19K

Certificate No : 570116240456

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AGENCY CUSTOMER ID: 10238985

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Northeast, Inc.	Cintas Corporation and its Subsidiaries
POLICY NUMBER: See Certificate Number: 570116240456	
CARRIER: See Certificate Number: 570116240456 / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:

cancelled before the expiration date thereof, the policy provisions of each policy will govern how notice of cancellation may be delivered to certificate holders in accordance with the policy provisions of each policy.

ACORD 101 (2008/01)

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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 10/15/2025

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

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

PRODUCER
Aon Risk Services Northeast, Inc.
c/o Aon Client Services
4 Overlook Point
Lincolnshire IL 60069 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Liberty Insurance Corporation	42404
INSURER B:	Liberty Mutual Fire Ins Co	23035
INSURER C:	LM Insurance Corporation	33600
INSURER D:	Westchester Fire Insurance Company	10030
INSURER E:		
INSURER F:		

INSURED
Cintas Corporation and its Subsidiaries
6800 Cintas Blvd
PO Box 625737
Cincinnati OH 45262 USA

COVERAGES **CERTIFICATE NUMBER:** 570116207466 **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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE / X OCCUR X Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / X LOC OTHER:			TB2651004227095	07/01/2025	07/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $1,000,000 $5,000 $2,000,000 $2,000,000 $2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY X Comp/Coll $0 Ded.			AS7-651-004227-075 AOS	07/01/2025	07/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$5,000,000
D	X **UMBRELLA LIAB** / X OCCUR **EXCESS LIAB** / CLAIMS-MADE DED / X RETENTION $10,000			G22035277020	07/01/2025	07/01/2026	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
C C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WA565D004227105 WC5651004227125	07/01/2025 07/01/2025	07/01/2026 07/01/2026	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	$2,000,000 $2,000,000 $2,000,000

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

RE: Project Name: City of Santa Fe. City of Santa Fe, their officials, officers, employees and agents are included as Additional Insured on the General Liability, Automobile Liability and Umbrella Liability policies, but only with respect to work performed under contract between the Certificate Holder and the Insured. The General Liability insurance afforded the Additional Insured is considered Primary, only to the extent required by written contract. On the General Liability, Automobile Liability, Umbrella Liability and Workers' Compensation policies, a Waiver of Subrogation exists in favor of the Certificate Holder, only to the extent required by written contract and that negligent acts of the Additional Insured are excluded.

CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Ave.
Santa Fe NM 87501 USA

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

Aon Risk Services Northeast, Inc.

Holder Identifier : 382

Certificate No : 570116207466

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Policy Number TB2-651-004227-095
Issued by Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART

A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule of this endorsement. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.

B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

Schedule

Name of Other Person(s) / Organization(s):	**Email Address or mailing address:**	**Number Days Notice:**
Any person or organization to whom you have agreed in a written contract that notice of cancellation of this policy will be given but only if: 1. You send us a written request to provide such notice, including the name and address of such person or organization, after the first Named Insured receives notice from us of the cancellation of this policy; and 2. we receive such written request at lest 14 days before the beginning of the applicable number of days shown in this endorsement	6800 Cintas Blvd., Mason, OH 45040	30

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Policy Number: AS7-651-004227-075
Issued By: Liberty Insurance Corp.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART

Schedule

Name of Other Person(s)/ Organization(s):	Email Address or mailing address:	Number Days Notice:
Any person or organization to whom you have agreed in written contract that notice of cancellation of this policy will be given, but only if: 1. You send us a written request to provide such notice, including the name and address of such person or organization, after the first named insured receives notice from us of the cancellation of this policy; and 2. We receive such written request at least 14 days before the beginning of the applicable number of days shown in this endorsement.	6800 Cintas Blvd Mason, OH 45040	30

A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.

B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

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with its permission.

NOTICE OF CANCELLATION TO THIRD PARTIES

A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.

B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

Schedule

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Any person or organization with whom you have agreed in a written contract that notice of cancellation of this policy will be given, but only if : 1. You see to it that we receive a written request to provide such notice, including the name and address of such person or organization, after the first named insured receives notice from us of the cancellation of this policy; and 2. We receive such written requires to least 14 days before the beginning of the applicable number of days shown in this endorsment	The address for that person or organization included in such written request from you to us	30

All other terms and conditions of this policy remain unchanged.

Issued by LM Insurance Corporation 27243

For attachment to Policy No. WA5-65D-004227-105 Effective Date Premium $

Issued to Cintas Corporation Endorsement No.

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From: DUTTON-LEYDA, TRAVIS K.
To: GABALDON, RACHEL D.; Purchasing DET
Subject: RE: SOW Determination
Date: Tuesday, March 4, 2025 2:11:53 PM
Attachments: image002.jpg
image003.png

Greetings,

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

Please note:

- Save this email as a PDF and upload it into the corresponding Munis records.
- Check with WorkQuest dba Horizons of New Mexico (vendor # 8673) (mloehman@horizonsofnewmexico.org) if this service appears on their approved list.
- If your request includes anything that needs to be reviewed and preapproved by another City Department/Division, please send the same SOW to the corresponding email address and include their response in your packet/Munis.
  -IT components (anything IT) - ereview@santafenm.gov
  -Vehicles – dmjaramillo@santafenm.gov
  -Grants - grants@santafenm.gov
  - Construction, Facilities, Furniture, Fixtures, Equipment, etc. - jsburnett@santafenm.gov
  -Emergency Related Purchases - bgwilliams@santafenm.gov
  -Asset over $5k - jxbolden@santafenm.gov
- Ensure that the appropriate templates and forms are used https://intranet.santafenm.gov/finance_1 and documented procedures/laws/rules are followed.
- > $20k per year, when processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails.
- If you are processing a procurement where the forecasted amount is =/> $60k, per NMSA 1978, Section 13-1-102, the procurement method must be ITB (if you choose not to use a cooperative or an existing contract). If you feel you need to process an RFP, you must get an Authorization and Plan approved before you process.
- < $20k per year, one quote is acceptable.
- From $20k to $60k per year, if you aren't using a cooperative or existing contract, you'll need to provide 3 quotes in your req. Must use the Munis Bid Module after 12/21/2023.
  Please keep this as part of the procurement file for future reference.

- Figure out your funding source and **inform Purchasing**. To ensure that the proper documents and language are used, it is important to identify the funding source for the subsequent contract. For instance, if federal funds are involved, the procurement request and subsequent contract must include the necessary federal language. Therefore, it is crucial to determine the funding source beforehand.
- Please review the pages linked below to determine whether any of the existing contracts/price agreements or cooperative agreements are applicable to this request. You might be able to use an existing price agreement to save time and money.
    - https://www.generalservices.state.nm.us/state-purchasing/statewide-price-agreements/ (if you choose to use a Statewide, you do not need to ask Horizons if they can do the work. State Purchasing must offer the SOW to Horizons prior to placing the award on their website.)
    - https://naspovaluepoint.org/categories/
    - https://www.omniapartners.com/publicsector/contracts
    - https://www.buyboard.com/home.aspx
    - https://www.h-gac.com/Home
    - https://www.gsaelibrary.gsa.gov/
    - https://www.sourcewell-mn.gov/contract-search

- Submit or send your request to the appropriate MS Teams channel or email address:
    - RFPs requests to https://teams.microsoft.com/l/channel/19%3ad63b9c8b586d424fa5eed34177146ac5%40thread.tacv2/RFP%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f
    - ITBs requests to https://teams.microsoft.com/l/channel/19%3a48e1e4588c0440a09cfbd9b907ed42d4%40thread.tacv2/ITB%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f
    - Determination requests to purchasing_det@santafenm.gov
    - And all other requests to purchasing@santafenm.gov

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

Regards,

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

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

Vendor Registration and Current Procurement Opportunities:
https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/SearchResults.aspx

Internal Link: https://intranet.santafenm.gov/finance_1

Chart, text



"The future belongs to those who believe in the beauty of their dreams." — Eleanor Roosevelt

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From: GABALDON, RACHEL D. <rdgabaldon@santafenm.gov>
Sent: Tuesday, March 4, 2025 12:38 PM
To: Purchasing DET <purchasing_det@santafenm.gov>
Subject: SOW Determination

Hello,

Requesting a determination on the following scope of work below:

- **Garments** - rental/laundry service & direct purchase
- **Ability to Purchase Facility Products such as:**
  - Mats, mops, towels
  - Toilet paper, paper towels, soaps, chemicals
- **First Aid Offerings**
  - First aid kits, AEDs, eye wash stations
  - PPE, water coolers, and other related items
- **Trainings**
- **Fire Protection Services** *(once established in NM)*

I think it's a mix of general services and professional because of the trainings. What do you think?

All the best,

Denise Gabaldon
Contracts Supervisor
Purchasing
Office: 505.231.5003



Services Offered to the City of Santa Fe (FY26)

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

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

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

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

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

Memo_Cintas_CityWide TDL 11 12 25

Final Audit Report 2025-11-12

Created:	2025-11-12
By:	RACHEL GABALDON (rdgabaldon@santafenm.gov)
Status:	Filled
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Agreement completed.
2025-11-12 - 9:04:17 PM GMT

City of Santa Fe, New Mexico
Memorandum

DATE: December 2, 2025

TO: Governing Body
Finance Committee

VIA: Mark Scott, City Manager Mark Scott (Dec 2, 2025 13:10:02 MST)

FROM: Emily K. Oster, Finance Director Emily K. Oster

CC: Elisa Montoya, Community Development Director
Faviola Chavez, Affordable Housing Director
Matthew Bonifer, Accounting Officer
Andrew Hopkins, Budget Officer

SUBJECT: Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $3,070,059.00 from Prior Year (FY2025) General Fund Balances to Establish Budget Authority for Transfers to the Affordable Housing Trust Fund (AHTF) Discussed in Prior Years Budget Narrative

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BACKGROUND AND SUMMARY:
Since at least the inception of the Munis ERP system in FY2020 the financial activity of the Affordable Housing Trust Fund (AHTF) has been accounted for in the Community Development Fund (Munis Fund 240). Other activities unrelated to the AHTF are also accounted for in the Community Development Fund.

In FY2025 the Finance Department and the Office of Affordable Housing began a project to reconcile and separate the activity of the AHTF from other transactions recorded in the Community Development Fund. In the City's financial statements for the year ended June 30, 2025 the AHTF will be presented as a separate fund, and in fiscal year 2026 (FY26) the process to establish a separate fund for the AHTF in Munis is underway. The unaudited Affordable Housing Trust Fund Analysis is included as Attachment B to this memo. The projected unaudited FY26 year-end balance of the AHTF is $5,052,871.25.

In the process of reconciling the AHTF activity in the Community Development Fund a discrepancy in the transfers into the fund was identified for fiscal years 2022, 2023 and 2024 (FY22, FY23 and FY24). Inquiries with staff identified a misunderstanding about terminology related to transfers of amounts budgeted to fund AHTF activity. The misunderstanding was that although $3M per year was available to be spent from the AHTF, and the Community Development Commission awarded the full amount in grants each year, the actual expenditures charged by grant recipients came in at a lower amount. When Finance staff executed the transfers the amount needed to cover the actual expenditures of the AHTF was transferred, not the full $3M per year. As a result, the amount transferred into the AHTF for FY22, FY23, and FY24 was less than $3M per year. Please see Table 1 for the detail by fiscal year.

TABLE 1

Fiscal Year	Amount Allocated/Invested in AHTF in Budget Book	Actual Transfers into AHTF	Difference
FY2026 (as of 11/13/25)	$ 3,000,000.00	$ 3,000,000.00	$ -
FY2025	$ 3,000,000.00	$ 3,750,000.00	$ (750,000.00)
FY2024	$ 3,000,000.00	$ 587,810.00	$ 2,412,190.00
FY2023	$ 3,000,000.00	$ 2,480,024.00	$ 519,976.00
FY2022	$ 3,000,000.00	$ 2,112,107.00	$ 887,893.00
FY2021	$ 1,500,000.00	$ 1,500,000.00	$ -
TOTAL	**$ 16,500,000.00**	**$ 13,429,941.00**	**$ 3,070,059.00**

In the process of preparing the Affordable Housing Trust Fund Analysis (Attachment B to this memo), Finance staff and Affordable Housing staff reviewed contracts for prior year AHTF grant awards to identify contracts that were unexpired and had amounts remaining to be spent. The prior-year obligations of the AHTF consist of two FY24 awards to the Santa Fe Civic Housing Authority totaling $1,000,000 and one FY22 award to Bella Luz Apartments 2022 LLP for the Lamplighter project totaling $321,594.28.

ACTION REQUESTED:
Request for approval of the attached Budget Amendment Resolution (BAR) in the amount of $3,070,059.00. This request is necessary to establish budget authority for transfers to the Affordable Housing Trust Fund (AHTF) originally discussed in the FY22, FY23 and FY24 budget books. This transfer is also needed to fund amounts remaining on unexpired contracts from prior year AHTF grants totaling $1,321,594.28.

If this BAR is approved by the Governing Body, Finance staff will transfer $3,070,059.00 from the General Fund fund balance to the Affordable Housing Trust Fund. The preliminary unaudited estimated 6/30/25 fund balance of the General Fund is $62,607,645.31 as shown in Attachment C to this memo. The proposed BAR and transfer will bring the total actual transfers into the AHTF to $16,500,000.00 for FY21, FY22, FY23, FY24, FY25, and FY26 as discussed in the narrative for the City's operating budgets for those fiscal years.

FUNDING SOURCE AND USE:
Fund Name/Number: General Fund/100
Munis Org Name/Number: Affordable Housing Trust Fund/2400223
Munis Expenditure Object Name/Number: Grants and Services/510400

ATTACHMENTS:
Attachment A- BAR form
Attachment B- Preliminary Unaudited Affordable Housing Trust Fund Analysis
Attachment C- Preliminary Unaudited General Fund Estimated 6/30/25 Fund Balance

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

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

DEPARTMENT / DIVISION NAME	DATE
Affordable Housing Trust Fund	11/16/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Affordable Housing Trust Fund Grants and Services	2400223	510400		3,070,059	
Affordable Housing (General Fund) - Transfer to Affordable Housing Trust Fund	1002750	750240		3,070,059	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Affordable Housing Trust Fund - Transfer from Affordable Housing (General Fund)	2400223	650100		(3,070,059)	
				$ 3,070,059	$ -

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

This request is necessary establish budget authority for transfers to the Affordable Housing Trust Fund (AHTF) discussed in the FY22, FY23 and FY24 budget narratives. If this BAR is approved by the Governing Body, Finance staff will transfer $3,070,059.00 from the General Fund fund balance to the Affordable Housing Trust Fund. This will bring the total actual transfers into the AHTF to $16,500,000.00 for FY21, FY22, FY23, FY24, FY25, and FY26 as discussed in the City's operating budget narratives for those fiscal years.

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
100	(3,070,059)
TOTAL:	**(3,070,059)**

Emily K. Oster 12/1/2025
Prepared By *{print name}* Date

Division Director Signature *{optional}* Date

Emily K. Oster 12/1/2025
Department Director Signature Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins Dec 2, 2025
Budget Officer Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

AFFORDABLE HOUSING TRUST FUND ANALYSIS
UNAUDITED

ATTACHMENT B

			FY2026	FY2025	FY2024	FY2023	FY2022	FY2021
Beginning Balance			**1,374,630.28**	**(97,250.71)**	**1,914,846.51**	**1,453,821.87**	**1,500,000.00**	**-**
Revenues In as of 11/12/2025								
	Fee-in-Lieu		$ -	$ 974,088.40	$ 1,151,936.00	$ 410,921.54	$ -	$ -
	Infrastructure Loan Payments		$ 25,438.00	$ 456,974.00	$ 418,904.00	$ 466,632.00	$ -	$ -
	Sales of Land		$ -	$ 500,000.00	$ 243,668.98	$ -	$ -	$ -
Expenses Paid Out as of 11/12/2025								
	External Grants		$ (2,012,754.94)	$ -	$ -	$ -	$ -	$ -
	Affordable Housing Trust Fund Grants		$ (34,968.81)	$ (4,314,208.41)	$ (4,309,389.20)	$ (2,896,552.90)	$ (2,522,303.13)	$ -
Transfers In from Fund 100 (General Fund) and Fund 216 (Gross Receipts Tax)			$ 3,000,000.00	$ 3,750,000.00	$ 587,810.00	$ 2,480,024.00	$ 2,112,107.00	$ 1,500,000.00
	Other Transfers		$ -	$ 105,027.00	$ (105,027.00)	$ -	$ 364,018.00	$ -
Unaudited Balance as of November 12, 2025			**$ 2,352,344.53**	**$ 1,374,630.28**	**$ (97,250.71)**	**$ 1,914,846.51**	**$ 1,453,821.87**	**$ 1,500,000.00**
			-	-	-	-	-	-
Amounts remaining on Unexpired Contracts for Prior Year AHTF Grants								
	FY24 Award: SF Civic Housing Authority Country Club Apts		$ (400,000.00)					
	FY24 Award: SF Civic Housing Authority Ocate Apts		$ (600,000.00)					
	FY22 Award: Lamplighter (Bella Luz Apartments 2022 LLP)		$ (321,594.28)					
Additional General Fund Transfer in from BAR to True-Up Prior Years			$ 3,070,059.00					
	Plan to Request Governing Body Approval on 12/10/25							
Amount due from NMDFA for Casa Connections External Grant			$ 2,000,000.00					
FY26 Affordable Housing Trust Fund Grants			$ (3,675,000.00)					
Anticipated FY26 Revenues Budgeted but Not Yet Collected								
	Fee-in-Lieu		$ 600,000.00					
	Infrastructure Loan Payments		$ 252,062.00					
	Land Sales		$ 275,000.00					
Estimated Revenue from High-End Excise Tax for Affordable Housing			$ 1,500,000.00					
Projected Unaudited FY26 Year-End Balance			**$ 5,052,871.25**					

PRELIMINARY UNAUDITED

			General Fund (100)
6/30/24 Audited Fund Balance			
	Nonspendable		$ 73,408.00
	Restricted		
	Assigned		$ 1,278,450.00
	Unassigned		$ 82,043,517.00
	TOTAL		**$ 83,395,375.00**
Preliminary Unaudited FY25 Revenue			$ 147,322,316.09
Preliminary Unaudited FY25 Expenditures			$ (139,268,431.31)
Preliminary Unaudited FY25 Transfers In			$ 5,871,611.10
Preliminary Unaudited FY25 Transfers Out			$ (35,253,225.57)
Preliminary Unaudited Estimated 6/30/25 Fund Balance			**$ 62,067,645.31**

PRELIMINARY UNAUDITED

CITY OF SANTA FE

The Purchasing Memo

Date: November 26, 2025

To: Governing Body and Finance Committee

From: Denise Gabaldon, Contracts Supervisor, Finance Department R. Denise Gabaldon

Via: Travis Dutton-Leyda, Chief Procurement Officer, Finance Department
Emily Oster, Finance Department Director Emily K. Oster

Subject: Request for Approval of Amendment #2 to City-Wide Price Agreement

Vendor Name: Safeware, Inc.

Munis Vendor Number: 9936

ITEM AND ISSUE:

Finance Department respectfully requests your review and approval of Amendment No. 2 to Item No. 24-0540 with Safeware, Inc. for Public Safety, Preparedness, Safety Equipment & Solutions. Amendment No. 2 increases the total compensation to $10,000,000 including GRT and extends the termination date to March 28, 2029.

CONTRACT NUMBER:

The Munis contract number is 3204676.

BACKGROUND AND SUMMARY:

The City currently conducts procurement largely through individual department contracts, creating inefficiencies and inconsistent access to needed goods and services. Establishing citywide master contracts, beginning with this agreement focused on public safety, emergency preparedness, and safety equipment, provides a coordinated approach that benefits all departments by utilizing pre-vetted vendors and streamlined purchasing processes. These areas are critical across the organization, and centralized solutions help ensure consistent standards and improved operational readiness.

Since its implementation, this contract has seen significantly higher usage than originally anticipated, as departments across the City have relied heavily on Safeware for essential safety and emergency-preparedness supplies. This elevated demand has quickly exceeded the originally authorized contract capacity, necessitating an amendment to increase the contract amount to ensure continuity of services. The increased usage reflects both the broad applicability of these safety solutions and the efficiencies gained through a centralized contract vehicle.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Various

Munis Org Name/Number: Various

Munis Object Name/Number: Various

Budget Officer / Designee: Andy Hopkins **Date:** 11/26/2025

Budget Officer Comment/Exceptions:

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-135, Coop

NMSA 1978, 13-1-135 Cooperative Procurement through OMNIA Partners.

Chief Procurement Officer (CPO)/Designee: JoAnn Lovato Montaño **Date:** 12/03/2025

CPO Comment/Exceptions: Adding $$

ATTACHMENTS:

Amendment
Original contract packet (with previous contract amendments)

CITY OF SANTA FE

GENERAL SERVICES CONTRACT

Public Safety Agreement

CITY OF SANTA FE, FINANCE DEPARTMENT

AMENDMENT No. 2 TO

Contract # 3204676

Public Safety Agreement

This AMENDMENT No. 2 the "Amendment") amends the CITY OF SANTA FE CONTRACT, dated March 28, 2024 (the "Contract"), between the City of Santa Fe (the "City") and SAFEWARE INC. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

1. Recitals

A. Under the terms of the Contract, Contractor has agreed to provide the City with allowed services and goods described in the OMNIA Master Agreement, Public Safety, Preparedness, Safety Equipment, and Solutions PRICE AGREEMENT.

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

2. COMPENSATION

Article 3, paragraph 3.1 of the Contract is amended to increase the amount of compensation by a total of $8,307,751.67 so that Article 3 reads in its entirety as follows:

A. The City shall compensate the Contractor for the services and/or goods described in the scope of work, the City agrees pay the Contractor $9,243,212.02. The Gross Receipts Tax ("GRT") on this contract is levied at the rate of 8.1875%, equaling $756,787.98. The total not to exceed compensation for this Contract inclusive of GRT is $10,000,000.

B. The compensation represents a maximum amount. The Contractor must notify the City when the Services provided under this Contract approach 90% of compensation total. Services rendered beyond the maximum compensation amount will not be reimbursed unless the Contract is amended in writing prior to the provision of such services.

C. Invoicing and Payment Terms Payment will be made upon the City's acceptance of deliverables and receipt of a detailed, certified invoice from the Contractor. Payments will be sent to the Contractor's designated address. The City shall issue payment in accordance with the timelines required by law. Invoices must be submitted no later than fifteen (15) days after the Contract's termination. Late invoices will not be processed or paid.

D. Extended Payment Terms for Grant-Funded Contracts. For grant-funded agreements, the City may issue payment within forty-five (45) days following submission of an undisputed payment request.

3. TERM

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This contract shall terminate March 28, 2029 **from date of final signature**. A contract for general services may not exceed seven (7) years, including all extensions and renewals, except as otherwise provided by NMSA 1978, Sections 13-1-150 through 13-1-152 or SFCC 1987, Section 11-13.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF SANTA FE - APPROVAL

SIGNATURE

Alan Webber
FULL NAME

City Mayor
TITLE

DATE SIGNED

CONTRACTOR

Safeware, Inc.
COMPANY NAME

Rick Bond (Nov 24, 2025 13:47:03 EST)
SIGNATURE

Rick Bond
FULL NAME

VP of Sales
TITLE

Nov 24, 2025
DATE SIGNED

NMBTIN#

ATTEST

SIGNATURE

Andréa Salazar
FULL NAME

City Clerk
TITLE

DATE SIGNED

Approved to form and legal sufficiency by:

Marcos Martínez
Marcos Martínez (Nov 24, 2025 11:49:49 MST)
SIGNATURE

Marcos Martínez
FULL NAME

Senior Assistant City Attorney
TITLE

Nov 24, 2025
DATE SIGNED

APPROVED FOR FINANCES

Emily K. Oster

SIGNATURE

Emily Oster

FULL NAME

Finance Director

TITLE

11/30/2025

DATE SIGNED

Safeware Amendment 2

Final Audit Report 2025-11-24

Created:	2025-11-24
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
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"Safeware Amendment 2" History

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Agreement completed.
2025-11-24 - 6:49:49 PM GMT

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/18/2025

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

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

PRODUCER
HMS Insurance Associates, Inc.
20 Wight Ave Suite 300
Hunt Valley MD 21030

CONTACT NAME: Samantha Grace
PHONE (A/C, No, Ext): 443-632-3317 **FAX (A/C, No):** 410-337-0551
E-MAIL ADDRESS: Samantha.Grace@MarshMMA.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Aspen Specialty Insurance Company	10717
INSURER B : Liberty Insurance Corporation	42404
INSURER C : Allied World Assurance Company	19489
INSURER D : Admiral Insurance Company	24856
INSURER E : Gemini Insurance Company	10833
INSURER F :	

INSURED SAFEINC-02
Safeware Inc.
4403 Forbes Blvd
Lanham MD 20706

COVERAGES **CERTIFICATE NUMBER:** 932649757 **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:			CR011GF25	7/1/2025	7/1/2026	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 $ 50,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			AS7-Z51-294852-025	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
C	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			0314-3273	7/1/2025	7/1/2026	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC7-Z51-294852-015	7/1/2025	7/1/2026	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	Excess Layer Errors & Omissions			UX000000968-02 VIPL056671	7/1/2025 7/1/2025	7/1/2026 7/1/2026	Limit Per Claim/Agg	$5M. Excess $5M. 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Final Excess Layer - CRC (Westfield Specialty Insurance Company) 7/1/2025-7/1/2026 - XSL424569W01 - $5M/$10M.
RE: Contract #3204676

The City of Santa Fe, New Mexico, their officials, officers employees and agents are listed as additional insured on the General Liability policy when required by written contract per the attached forms. 30 days notice of cancellation applies.

CERTIFICATE HOLDER

City of Santa Fe, New Mexico
200 Lincoln Ave
Santa Fe NM 87501

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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City of Santa Fe New Mexico
Memorandum

Date: August 23, 2024

To: Mayor Alan Webber and City Council
Finance Committee – 8/26/24
Governing Body – 8/28/24

Via: Emily Oster, Finance Department Director
Alexis Lotero, Assistant Finance Department Director ALEXIS LOTERO (Aug 23, 2024 13:31 MDT)

From: Travis Dutton-Leyda, Chief Procurement Officer, Finance Department

Subject: Request for Approval of Amendment #1 to City-wide Price Agreement

Vendor: Safeware, Inc.

ITEM AND ISSUE:
Request for the Approval of Amendment #1 to City Price Agreement with Safeware, Inc. in the total amount of $1,000,000.00 for Public Safety, Preparedness, Safety Equipment & Solutions. The purpose of this amendment is to update the compensation terms in the contract, specifying that payment will depend on budget availability at the time of purchase. This Amendment #1 makes no other changes to the contract. The responsible party for this request is Travis Dutton-Leyda, Chief Procurement Officer, tkduttonleyda@santafenm.gov, (505) 629-8351.

BACKGROUND AND SUMMARY:
The City currently handles most procurement through individual department contracts on a piecemeal basis. Establishing citywide master contracts will enable end users across departments to efficiently obtain needed services and products simply by processing purchase orders with pre-vetted vendors.

To start building out this citywide contracting model, this contract focuses on public safety, emergency preparedness, safety equipment, and associated solutions. These are critical areas that impact all City departments. Numerous vendor solutions exist that can meet overarching safety needs in a coordinated fashion.

This contract includes an administrative fee to provide expanded bandwidth for the Purchasing Division. Currently, just 3 staff members, 1 contractor, and the CPO handle all City procurement processes and requirements. Additional staffing is needed to expedite contract review, ensure compliance, and meet departmental needs in a timely manner. The administrative fee will allow Purchasing to grow its team to better serve all requesting departments

Original Agreement/Contract # 3204676 (Item# 24-0255) was approved by Governing Body on February 28, 2024, Quality of Life Committee on February 21, 2024, and the Finance Committee on February 26, 2024.

PROCUREMENT METHOD:
NMSA 1978, 13-1-135 Cooperative Procurement through OMNIA Partners.

CONTRACT NUMBER:
The FY25 Munis contract number is 3204676

FUNDING SOURCE/REVENUE: ☒**Expense** ☐**Revenue**
The funding source is:
Fund Name/Number: Various
Munis Org Name/Number: Various
Munis Object Name/Number: Various

CAPITAL ASSET:
☐**Yes** ☒**No**

CAPITAL PROJECT:
☐**Yes** ☒**No**

ACTION REQUESTED:

Department Name respectfully requests your review and approval.

ATTACHMENTS:
Amendment #1
Original Agreement
Insurance Certificate

Andy Hopkins — Aug 23, 2024
Budget Officer

Aug 23, 2024
CPO

ALEXIS LOTERO (Aug 23, 2024 12:02 MDT) — Aug 23, 2024
Assistant Finance Director

Item #: 24-0540
Munis Contract #: **3204676**
Original Item #: **24-0255**
OMNIA Master Agreement #: **159469**

CITY OF SANTA FE
AMENDMENT NO. ONE TO
CITY-WIDE PRICE AGREEMENT #3204506
Item #24-0255

This AMENDMENT No. One (the "Amendment") amends the CITY OF SANTA FE Public Safety, Preparedness, Safety Equipment, and Solutions PRICE AGREEMENT, dated March 28, 2024 (the "Price Agreement"), between the City of Santa Fe (the "City") and Safeware, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Contract, Contractor has agreed to provide the City with allowed services and goods described in the OMNIA Master Agreement, Public Safety, Preparedness, Safety Equipment, and Solutions PRICE AGREEMENT.

B. Pursuant to Article 14 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION

Article 3, paragraph 3.1 of the Price Agreement shall be deleted in its entirety and replaced with the following:

3.1The City shall pay to the Contractor in full payment for services satisfactorily performed and goods delivered based on the unit prices/discounts established by the Port of Portland, Oregon/OMNIA Contract. Such compensation not to exceed one million ($1,000,000.00) for the first fiscal year including gross receipts tax. All subsequent fiscal years shall be based on available budget. **The contractor is not guaranteed any amount of work or money. All work assigned to be performed by Contractor under this Price Agreement shall not exceed the allowable amount per the Port of Portland, Oregon/OMNIA Price Agreement. The parties do not intend for the Contractor to continue to provide services without compensation when the total**

IN WITNESS WHEREOF, the parties have executed this Amendment No. One to the Price Agreement as of the dates set forth below.

CITY OF SANTA FE:

Alan Webber (Aug 30, 2024 10:47 MDT)

ALAN WEBBER, MAYOR

DATE: Aug 30, 2024

CONTRACTOR:

Rick Bond (Aug 23, 2024 06:52 EDT)

Rick Bond, VP of Sales

DATE: Aug 23, 2024

NMBTIN: **03501559004**

City of SF Business License #: **235515**

ATTEST:

GERALYN CARDENAS, INTERIM CITY CLERK

GB MTG 08/28/2024

xiv

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Aug 23, 2024 07:44 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

ALEXIS LOTERO (Aug 23, 2024 12:02 MDT)

FINANCE DIRECTOR

City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909
www.santafenm.gov

Alan Webber, Mayor

Councilors:
Signe I. Lindell, Mayor Pro Tem, District 1
Alma G. Castro, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Lee Garcia, District 3
Pilar F.H. Faulkner, District 3
Jamie Cassutt, District 4
Amanda Chavez, District 4

DATE: February 16, 2024

TO: Governing Body – 2/28/24
Quality of life Committee – 2/21/24
Finance Committee – 2/26/24

VIA: Emily Oster, CPA, CPO, Finance Department Director EKO
Alexis Lotero, Assistant Finance Department Director AL

FROM: Travis Dutton-Leyda, Chief Procurement Officer, Finance Department

RE: Price Agreement with Safeware, Inc. for Public Safety, Emergency Preparedness, Safety Equipment and Solutions

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ACTIONS:

Request for Approval of a Citywide Price Agreement with Safeware, Inc. for Public Safety, Emergency Preparedness, Safety Equipment and Solutions via OMINIA Master Agreement Number 159469 in the Amount of $1,000,000 per Fiscal Year for a Term of Four Years. (Travis Dutton-Leyda, Chief Procurement Officer; tkduttonleyda@santafenm.gov)

BACKGROUND AND SUMMARY:
The City currently handles most procurement through individual department contracts on a piecemeal basis. Establishing citywide master contracts will enable end users across departments to efficiently obtain needed services and products simply by processing purchase orders with pre-vetted vendors.

To start building out this citywide contracting model, this contract focuses on public safety, emergency preparedness, safety equipment, and associated solutions. These are critical areas that impact all City departments. Numerous vendor solutions exist that can meet overarching safety needs in a coordinated fashion.

This contract includes an administrative fee to provide expanded bandwidth for the Purchasing Division. Currently, just 3 staff members, 1 contractor, and the CPO handle all City procurement processes and requirements. Additional staffing is needed to expedite contract review, ensure compliance, and meet departmental needs in a timely manner. The administrative fee will allow Purchasing to grow its team to better serve all requesting departments.

City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909
www.santafenm.gov

Alan Webber, Mayor

Councilors:
Signe I. Lindell, Mayor Pro Tem, District 1
Alma G. Castro, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Lee Garcia, District 3
Pilar F.H. Faulkner, District 3
Jamie Cassutt, District 4
Amanda Chavez, District 4

Procurement

NMSA 1978, 13-1-135 Cooperative Procurement through OMNIA Partners.

Budget

Various

RECOMMENDATION

The purpose of this request is to approve the corresponding Price Agreement for utilization by the City of Santa Fe.

ATTACHMENTS:

Contract
Summary of Contracts
Procurement Checklist
OMNIA Cooperative Master Agreement
Business License
Insurance Certificate

City of Santa Fe, Central Purchasing Division

Citywide Price Agreement Cover Page

Awarded Vendor:
Vendor #: 9936
Safeware
Safeware PHX
5710 S. 32nd Street
Phoenix, AZ 85040

Rob Berner
Office: 480-322-0310
Mobile: 480-433-1268
Email: rberner@safewareinc.com

Price Agreement Number: **3204506**

Payment Terms: **Net 30**

F.O.B.: **Destination**

Delivery: **As Requested**

Ship To:
As specified on PO

All government entities allowed by law.

Invoice:
As Requested at time of order

CPD Procurement Specialist: **Travis Dutton-Leyda**

Telephone No.: **(505) 629-8351**

Email: tkduttonleyda@santafenm.gov

Title: **Public Safety, Preparedness, Safety Equipment, and Solutions**

Term: **From Date of Final Signature Plus 4 Years**

This Citywide Price Agreement is made subject to the "terms and conditions" as indicated in this document.

For specific information about the allowed items, please follow this link and review the information and documents listed after the Port of Portland, OR contract 159469:

OMNIA: https://www.omniapartners.com/suppliers/safeware/public-sector/contract-documents#contract-564

Item #: 24-0255
Munis Contract #: 3204676
OMNIA Master Agreement #: 159469

Participating Addendum/City-wide Price Agreement for Public Safety, Preparedness, Safety Equipment and Solutions
CITY OF SANTA FE

THIS Price Agreement is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **Safeware, Inc.**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of NMSA 1978, 13-1-28 et seq. pursuant to NMSA 1978, section 13-1-135; and

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

WHEREAS, the Contractor does hereby accept its designation as Services, rendering services and goods related to Public Safety, Preparedness, Safety Equipment and Solutions for the City, as set forth in this Agreement; and

WHEREAS, it is agreed by the parties that the performance of the services is for a period of four (4) years as directed by the City.

The City and the Contractor hereby agree as follows:

1. Scope of Work

The Contractor shall provide all allowed services and goods described in OMNIA Master Agreement, Public Safety, Emergency Preparedness, Safety Equipment and Solutions. Refer to Attachment A for examples of items and services that may be purchased using this Price Agreement. The Master Agreement as amended shall govern.

Port of Portland, OR

Contract Number: 159469

https://www.omniapartners.com/suppliers/safeware/public-sector/contract-documents#contract-564

This Price Agreement may be used by all city of Santa Fe Departments, educational institutions, political subdivisions, other local public bodies, and all other entities allowed by law. Issues of interpretation and eligibility for participation are within the authority of the Chief Procurement Officer of the using entity.

2. Standard of Performance: Licenses

2.1 The Contractor represents that Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under this Price Agreement.

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

3. **Compensation**

3.1The City shall pay to the Contractor in full payment for services satisfactorily performed and goods delivered based on the unit prices/discounts established by the Port of Portland, Oregon/OMNIA Contract. Such compensation not to exceed one million ($1,000,000.00) for the first year including gross receipts tax. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed one million ($1,000,000.00) per fiscal year. This amount is a maximum per fiscal year and not a guarantee that the work assigned to be performed by Contractor under this Price Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Price Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Price Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

3.2 Contractor must maintain detailed statements accounting for all services performed, goods delivered, and expenses incurred. The contractor shall provide said detailed reports at the request of the city. If the City finds that the services and/or goods are not acceptable, within thirty (30) days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

4. **Term**

THIS PRICE AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Price Agreement shall terminate four (4) years from date of execution, unless terminated pursuant to paragraph 5 (Termination), or paragraph 6 (Appropriations).

5. **Termination**

5.1 Termination. This Price Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Contract, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a

notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Contract. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Price Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Contract, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS CONTRACT.*

5.2 Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Contract, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Price Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Contract; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Contract. Any non-expendable personal property or equipment provided to or purchased by the Contractor with Price Agreement funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

6. **Appropriations**

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

7. **Status of Contractor**

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

8. **Assignment**

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

9. **Subcontracting**

The Contractor shall not subcontract any portion of the services to be performed under this Price Agreement without the prior written approval of the City. No such subcontract shall relieve the primary

Contractor from its obligations and liabilities under this Contract, nor shall any subcontract obligate direct payment from the City.

10. **Release**

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

11. **Confidentiality**

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

12. **Product of Service – Copyright**

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

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

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

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

13.3 Contractor's representations and warranties in sub-paragraphs 13.1 and 13.2 of this Article 13 are material representations of fact upon which the City relied when this Price 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 Contract, Contractor learns that Contractor's representations and warranties in sub-paragraphs 13.1 and 13.2 were erroneous on the effective date of this Price Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in sub-paragraphs 13.1 and 13.2 were erroneous on the effective date of this Price 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 Price Agreement to the contrary, the City may immediately terminate the Contract.

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

14. **Amendment**

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

14.2 If the City proposes an amendment to the Price 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 Contract, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

15. **Entire Agreement.**

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

16. **Merger**

This Price 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 Contract.

This Price Agreement is issued against the Port of Portland, Oregon/OMNIA Contract established and maintained by the Port of Portland, Oregon and OMNIA Partners for Public Safety, Preparedness, Safety Equipment and Solutions Contract # 159469, and through this language hereby incorporates this agreement by reference and is included in the order of precedence. Using entities may use all Safeware's subcontractors/authorized dealers that are listed on the current Safeware OMNIA contract supplier list.

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

17. **Penalties for violation of law**

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

18. **Equal Opportunity Compliance**

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

19. **Applicable Law**

The laws of the State of New Mexico shall govern this Price 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, section 38-3-2. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Price Agreement.

20. **Workers Compensation**

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

21. **Professional Liability Insurance**

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

22. Other Insurance

If the services contemplated under this Price Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Price 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.

22.A.1 Broader Coverage and Limits. The insurance requirements under this Price Agreement shall be the greater of (1) the minimum coverage and limits specified in this Price 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 Price Agreement are sufficient to cover the obligations of Contractor hereunder.

22.A2 Contractor shall maintain the above insurance for the term of this Price 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.

23. **Records and Financial Audit**

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

24. Indemnification

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which

may arise out of the performance of this Price Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Price Agreement. If any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Price Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

25. New Mexico Tort Claims Act

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

26. Invalid Term or Condition

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

27. Enforcement of Contract

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

28. Notices

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

To the City:	To the Contractor:
Travis Dutton-Leyda Chief Procurement Officer 200 Lincoln Ave Santa Fe, NM 87501 purchasing@santafenm.gov 505-629-8351	Safeware Safeware PHX 5710 S. 32nd Street Phoenix, AZ 85040 Rob Berner Office: 480-322-0310 Mobile: 480-433-1268 Email: rberner@safewareinc.com

29. Authority

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

30. **Non-Collusion**

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

31. Default/Breach

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

32. Equitable Remedies

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

33. Default and Force Majeure

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

34. **Utilization Reporting**:

The Contractor agrees to provide a utilization report on all sales/or services and other revenues (including commissions charged) and fees to the City Chief Procurement Officer in accordance with the following schedule:

Quarter:	Period Ending:	Report Due Date:
First	September 30	October 30
Second	December 31	January 31
Third	March 31	April 30
Fourth	June 30	July 31

The sales report shall include the gross total sales and other revenues including commissions charged for the period subtotaled by Procuring Department. Even if the Contractor experiences zero sales during the quarter, a zero-dollar report shall still be submitted.

35. **Utilization Fees**:

The Contractor agrees to remit an administrative reporting fee payable by check to the City Purchasing Division for an amount equal to one percent **(1%)** of the total gross sales and other revenues derived from this Price Agreement. The Contractor shall indicate the Price Agreement name **[Public Safety, Preparedness, Safety Equipment, and Solutions]** and include the remittance check with the quarterly sales report.

Reports may be submitted via U.S. mail to the City Purchasing Division or via email to purchasing@santafenm.gov. If you have any questions regarding the administrative reporting fee, please contact the Chief Procurement Officer at tkduttonleyda@santafenm.gov or (505) 629-8351.

For payment of fees through U.S. Mail or Courier Delivery: City Purchasing Division
Attn: Chief Procurement Officer
200 Lincoln Avenue
Santa Fe, NM 87501

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

CITY OF SANTA FE:

Alan Webber (Mar 28, 2024 10:05 MDT)

ALAN WEBBER, CITY MAYOR

DATE: Mar 28, 2024

CONTRACTOR
(Safeware, Inc.):

Rick Bond (Feb 13, 2024 09:16 EST)

Rick Bond, VP of Sales

DATE: Feb 13, 2024

CRS#: 03501559004

Registration #: 235515

ATTEST:

Geralyn Cardenas (Mar 28, 2024 11:01 MDT)

GERALYN CARDENAS, INTERIM CITY CLERK

GB MTG 03/27/24 XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Feb 15, 2024 10:59 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

Emily K. Oster (Feb 28, 2024 12:00 MST)

FINANCE DIRECTOR

Org. Name/Org#: Various

ATTACHMENT A

DETAILED SPECIFICATIONS FOR PUBLIC SAFETY CATEGORIES (this attachment is an example. The OMNIA Master Agreement as amended shall be the current list.)

PUBLIC SAFETY, EMERGENCY PREPAREDNESS, SAFETY EQUIPMENT AND SOLUTIONS

1. Personal Protective Equipment

Equipment worn to protect the individual from hazardous materials and contamination in the workplace, including a chemical/biological threat environment. Examples include the following: respirators, such as N95 and Self-Contained Breathing, Apparatus (SCBA); gloves such as medical nitrile gloves and cryogenic gloves; protective clothing, such as isolation gowns and wildland firefighting gear, eye protection, helmets, safety footwear, respiratory protective equipment, SCBA's, and all other protective items worn on the person.

2. Explosive Device Mitigation and Remediation Equipment

Equipment providing for the mitigation and remediation of explosive devices in a Chemical, Biological, Radiological, Nuclear or Explosive (CBRNE) environment such as:

- Bomb Search Protective Ensemble for Chemical/Biological Response Chemical/Biological Undergarment for Bomb Search Protective Ensemble Cooling Garments to manage heat stress
- Robots; Robot Upgrades
- Ballistic Threat Body Armor & Helmets Blast and Ballistic Threat Eye Protection
- Blast and Overpressure Threat Ear Protection Fire Resistant Gloves
- Disarmer/Disrupter
- Real Time X-Ray Unit, Portable X-Ray Unit
- CBRNE Compatible Total Containment Vessel (TCV) CBRNE Upgrades for Existing TCV
- Fiber Optic Kit (inspection or viewing)
- Tents, standard or air inflatable for chem/bio protection Inspection mirrors
- Ion Tract Explosive Detector Z Ray Equipment
- All other Explosive Ordinance Disposal (EOD)Equipment

3. CBRNE Operational and Search and Rescue Equipment

Equipment providing a technical search and rescue capability for a CBRNE environment, such as:

- Hydraulic tools; hydraulic power unit Listening devices, hearing protection
- Search cameras (Including thermal and infrared imaging) Night Vision
- Radiological isotope identifying detectors

- Breaking devices (Including spreaders, saws, and hammers)
- Lifting devices (including air bag systems, hydraulic rams, jacks, ropes, and block and tackle)
- Blocking and bracing materials
- Evacuation chairs (for evacuation of disabled personnel) Ventilation fans
- All other CBRNE operational and search and rescue equipment

4. Information Technology

Equipment and services providing Information Technology, such as: Servers

- Switches Software
- Monitors and wall displays for Real time Crime Centers Cloud services
- All other Information Technology for Emergency and Public Preparedness

5. Cyber Security Enhancement Equipment and Services

Equipment and services providing cyber security enhancement, such as: Secure appliances

- Filter switches Filters
- Securer cloud services
- All other cyber security enhancement equipment and services for Emergency and Public Preparedness

6. Interoperable Communications Equipment

Equipment and systems providing connectivity and electrical interoperability between local and interagency organizations to coordinate CBRNE response operations. This includes system design, installation, service, and maintenance. Products include:

- CAD / RMS fusion equipment Software and services
- Land/Mobile. Two-way in-suit communications (secure, hands-free, fully duplex, optional), including air-to-ground capability (as required)
- Antenna systems
- Personnel Alert Safety System (PASS) - (location and physiological monitoring systems optional)
- Personnel Accountability Systems
- Individual/portable radios, software radios, portable repeaters, radio interconnect systems, satellite phones, batteries, chargers, and battery conditioning systems Computer systems designated for use in an integrated system to assist with detection and communication efforts (must be linked with integrated software packages designed specifically for chemical and/or biological agent detection and communication purposes)
- Portable Meteorological Station (monitors temperature, wind speed, wind direction and barometric pressure at a minimum)
- Commercially available crisis management software Mobile Display Terminals
- All other interoperable communications equipment

7. Detection Equipment

Equipment to sample, detect, identify, quantify, and monitor for chemical, biological, radiological/nuclear, and explosive agents throughout designated areas or at specific points. Such items include:

- Bioassays PID
- Radiation Detection PCR
- All other detection equipment

8. Decontamination Equipment

Equipment and material used to clean, remediate, remove, or mitigate chemical and biological contamination. Such items include:

- Decontamination system for individual and mass application with environmental controls, water heating system, showers, lighting, and transportation (trailer)
- Decon7/Extraction Litters/roller systems
- Runoff Containment Bladder(s), decontamination shower waste collection with intrinsically-safe evacuation pumps, hoses, connectors, scrub brushes, nozzles
- Spill containment devices Overpack drums Cadaver bags
- Hand carts
- Wastewater classification kits/strips HEPA vacuum for dry decontamination Disinfectants
- Shelters Modesty kits
- All other decontamination equipment

9. Medical

Medical supplies, such as:

- Trauma kits Tourniquets Tactical medical kits
- AED's (Portable, personal, and medical automatic external defibrillators, AED trainers, accessories, and replacement parts)
- First aid kits, refills, and blood borne pathogen response kits Burn care
- Medicinals such as antacids, aspirin, non-aspirin pain relief, cold and sinus medication
- Skin care products such as heavy-duty cleansers, medicated and protective skin creams, insect repellents, poison ivy relief, sunscreen Heat-Stress relief such as fluid replacement drinks and coolers
- All other medical supplies related to emergency and public preparedness

10. Power

Equipment used to provide power, such as: Generators

- Batteries
- All other equipment to provide power

11. CBRNE Reference Materials

Reference materials designed to assist emergency first responders in preparing for and responding to a CBRNE incident. This includes but is not limited to the following:

- Jane's books
- Training books, including but not limited to, NFPA Guide to hazardous materials, NIOSH Hazardous Materials Pocket Guide, North American Emergency Response Guide, First Responder Job Aids, etc.
- Reference and training videos
- All other CBRNE reference materials

12. CBRNE Incident Response Vehicles

Any emergency and public preparedness vehicles, including: Command vehicles, hazmat rigs, bomb trucks, armored vehicles, ATV's, and all other CBRNE incident response vehicles.

13. Terrorism Incident Prevention Equipment

Any emergency and public preparedness terrorism incident prevention equipment including: area monitoring, situational awareness equipment, CWA, stand-off detection, and all other terrorism incident prevention equipment

14. Physical Security Enhancement Equipment

Any equipment, such as CCTV, access control, LPR, radar and all other physical security enhancement equipment, including installation necessary to enhance the physical security of critical infrastructure such as system design, installation, service, and maintenance

15. Inspection and Screening Systems

- Millimeter X Ray
- Gamma Ray Thermal Infrared Proximity
- All other inspection and screening systems

16. Animal and Plants

Any animal and plants such as bomb sniffing dogs, drug sniffing dogs and all other animal and plants for the provision of emergency and public preparedness.

17. CBRNE Prevention and Response Watercraft

Watercraft equipment and any services such as CBRNE boats, box boats and all other CBRNE prevention

and response watercraft.

18. CBRNE Aviation Equipment

Aviation equipment and any services such as helicopters and associated maintenance, UAV, UAW and accessories, drones, aviation mapping, software and all other CBRNE aviation equipment.

19. CBRNE Logistical Support Equipment

Logistical support equipment and any services such as control and command vehicles, NIMS accessories, traffic control items and all other CBRNE logistical support equipment.

20. Intervention Equipment

- Ballistic protection
- Situational awareness equipment All other intervention equipment

21. Related Products and Services

Any related emergency and public preparedness equipment, supplies, and services offered by supplier.

22. All Other Non-Listed Emergency and Public Preparedness, Law Enforcement, and Fire Equipment available through Supplier

Equipment, supplies, materials, and services supplier offers but does not appear specifically in the above categories.

City of Santa Fe

Summary of Contract, Agreement, Amendment & Lease

All applicable fields to be completed by department (complete 1.b only if you are processing an amendment):

1.a Munis Contract: 3204506 Procurement # (RFP/ITB# If any): _____

Contractor: Safeware Inc.

Procurement Method/Vehicle: *Small Purchase* *RFP* *ITB* *Sole Source* *GSA* *Cooperative* ☑ Exempt SWPA/Existing

Description/Title: _____

Contract: ☒ Agreement: ☐ Lease/Rent: ☐ Amendment: ☐

Term Start Date: Upon Approval Term End Date: 4 years Total Contract Amount: $4,000,000

☐ Approved by Council *(If over the City Manager's approval threshold, you must go through GB)* _____

Contract / Lease: _____

1.b Amendment #: _____ to the Original Contract/Lease # _____

Increase/(Decrease) Amount $: _____

Extend Expiration Date to: _____

☐ Approved by Council *(If the original went through GB, all amendments must go through GB regardless of the amendment reason)* Date: _____

Amendment is for: _____

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

3. Procurement History: N/A

JoAnn Lovato Montaño — JoAnn Lovato Montaño (Feb 20, 2024 11:53 MST) — Feb 20, 2024

Purchasing Officer Review: Date:

Comment & Exceptions: Procured via OMNIA Master Agreement # 159469

4. Funding Source: Various (Price Agreement) **Org / Object:** Various

Andy Hopkins — Andy Hopkins (Feb 20, 2024 10:21 MST) — Feb 20, 2024

Budget Officer Approval: Date:

Comment & Exceptions: _____

5. Grant History (if applicable): _____

Grants Administrator Approval: _____ **Date** _____

Staff Contact who Completed This Form: JoAnn Lovato Montano Phone #: 505-469-6045

To be recorded by City Clerk: Email: _____

Clerk # _____

Date of Execution: _____

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

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Safeware Inc.

Procurement/contract Title: Public Safety, Emergency Preparedness, Safety Equipment & Solutions

Procurement Method/Vehicle: ☐Sole Source ☐State Price Agreement/Existing ☒ Cooperative ☐Request For Proposals(RFP) ☐Invitation To Bid (ITB) ☐Exempt: 13-1-98

☐Small Purchase (Contract Under $60,000) ☐Other: _____

Requesting Department: Finance Staff Name: Travis Dutton-Leyda, CPO

Procurement Requirements:

Procurement files shall be maintained for all purchases and contracts, regardless of the method of procurement. The procurement files shall contain the basis on which the awards are made, all submitted bids/proposals, all evaluation materials (bid tabs or Evaluation Committee Reports), scoresheets, quotations, and all other documentation related to or prepared in conjunction with evaluations, negotiations, and the award processes. The procurements shall contain written determinations from the Requesting Departments, signed by the Chief Procurement Officers (this document), setting forth the reasoning for the contract award decisions before submitting them to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING (CPD)

YES	N/A		YES	N/A	
☐	☒	**Written Determination (srvs)**	☐	☒	**Quote(s) (3 Valid & Current for Over 20k)**
☐	☒	**RFP - Confidential info to be provided to GB by CPD Buyer**	☐	☒	**BAR**
☐	☒	**ITB (include bid tab)**	☐	☒	**FIR**
☐	☒	**Other:** _____	☒	☐	**Certificate of Insurance (srvs)**
☒	☐	**Cooperative Agreements and GSAs and Statewide Price Agreements (include the cover page to show valid date, s page, and items to be purchased)**			
☐	☒	**Horizon Declination or Screenshot of horizonsofnewmexico.org/services.html (srvs)**			
☒	☐	**Summary of Contract (only on contracts)**			
☒	☐	**Current Santa Fe Business Registration (or Exemption if no tax)**			
☒	☐	**Executed Contract or Price Agreement (legal and contractor must sign before purchasing approves)**			
☐	☒	**Chief Procurement Officer (or designee) Approval for Exempt from Procurement (use memo on our site)**			
☐	☒	**Evaluation Committee Report (RFPs only)**			
☐	☒	**Signed Sole Source Determination, Vendor Written Quote, SS Letter from Contractors, and 30 Days Email**			
☒	☐	**>20k = Memo addressed to City Manager (Under 150K) Committees/City Council (Over 150K)**			

Travis Dutton-Leyda Department Point of Contact	CPO Title	2/16/24 Date
Emily K. Oster Emily K. Oster (Feb 28, 2024 12:00 MST) Department Director		Feb 28, 2024 Date
JoAnn Lovato Montaño JoAnn Lovato Montaño (Feb 20, 2024 11:53 MST) Chief Procurement Officer		Feb 20, 2024 Date
ITT Representative	Title	Date

CoSF

Version 3 12.1.2023

Port of Portland, OR

Contract # 159469

for

Public Safety, Preparedness, Safety Equipment and Solutions

with

Safeware, Inc.

Effective: April 1, 2021

The following documents comprise the executed contract between the Port of Portland and Safeware, Inc., effective April 1, 2021:

I. Vendor Contract – Price Agreement: Goods & Services
II. Supplier's Response to the RFP, incorporated by reference

DocuSign Envelope ID: 238DB5D7-ED7A-444E-A953-18A6F64A2B4F

Contract No. 159469
This number must appear
on all invoices

PORT OF PORTLAND

PRICE AGREEMENT – GOODS & SERVICES

Public Safety, Preparedness, Safety Equipment and Solutions.

Parties: Port of Portland ("Port")
P.O. Box 3529
Portland, Oregon 97208

Safeware, Inc. ("Provider")
4403 Forbes Blvd
Lanham, MD 20706

RECITALS

A. The Port issued a Request for Proposals, No. 2020-9189 (the "Solicitation"), inviting offers from potential providers for Public Safety, Preparedness, Safety Equipment and Solutions.

B. Provider submitted an offer in response to the Solicitation, offering to provide the item or items described on the attached Schedule 1, Pricing, collectively the ("Goods & Services") under the terms and conditions of this Price Agreement (the "Contract").

C. The Port evaluated all offers and selected Provider as a provider for the Goods and Services.

D. The Port of Portland has partnered with OMNIA Partners, Public Sector ("OMNIA Partners") to make the Contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program.

AGREEMENT

1 NATURE OF CONTRACT

1.1 This Contract is for Provider's supply of the Goods and Services to the Port, on an as-required basis upon the Port's order. The Port does not guarantee the purchase of any specific quantity of Goods under this Contract and reserves the right to order similar goods and services from other suppliers if it is in the Port's best interests to do so.

1.2 Similar items purchased but not listed Schedule 1 shall be supplied at a minimum 41% discount from the Provider's published list(s) price for goods and a 10% discount for Services.

2 TERM

The term of this Contract shall commence on April 1, 2021 or the date that this Contract is fully executed by both parties, whichever is later, and shall expire on April 1, 2026, unless sooner terminated under the provisions of this Contract. The Port shall have 2 options, exercisable sequentially and unilaterally by the Port, in its sole discretion, to extend the term of this Contract for one year at a time. The Port may exercise an option to extend the term by giving Provider written notice no later than fourteen calendar days prior to the then-current expiration date. Expiration of the Contract term does not excuse Provider's duty to deliver Goods and Services that were ordered prior to expiration . The Provider shall have the right to enter local "service" agreements with Participating Public Agencies ("PPA") accessing the contract through OMNIA Partners, so long as the effective date of such agreement is prior to the expiration of the Contract. All local agreements may have a full potential term (any combination of initial and renewal periods) not to exceed seven years.

3 PROVIDER'S OBLIGATIONS

Provider's obligations under this Contract include, but are not limited to, the following:

3.1 To sell, furnish, and deliver the Goods and Services anywhere the Port may designate within the greater Portland, Oregon metropolitan area, FOB destination, as specified in the attached Schedule 1,Pricing, and Attachment A, Specifications, upon Provider's receipt of an authorized order from the Port.

3.2 To submit reports of all sales activity under this Contract, including descriptions, quantities supplied, and prices charged, in an MS Excel spreadsheet format to the Port's Manager of Contracts and Procurement upon request; and

3.3 To provide the Port's Contract Administrator for this Contract, Bobbi Matthews,, 503-415-6590, Bobbi.Matthews@portofportland.com a minimum of two (2) contact names for Provider including 24 hour-accessible phone numbers (office, home, cellular and/or pager), with full authority to make all necessary shipping arrangements for Goods. The Port will identify the Port representatives which are authorized to place orders against this Contract.

3.4 To comply with all federal, state, and local laws, regulations, and ordinances applicable to this Contract or to Provider's obligations under this Contract, as they may be adopted or amended from time to time.

4 COMPENSATION

4.1 Basis of Compensation

The Port will pay for Goods & Services on a price-per-unit basis, as set forth on Schedule 1. Provider acknowledges that such prices include all delivery costs, tariffs, import charges, duties, and all local, State or Federal taxes required to deliver the Goods & Services in accordance with this Contract.

4.2 Total Compensation

The total compensation payable under this Contract shall not exceed $100,000.00 per contract year without a written amendment signed by authorized representatives of both parties.

DocuSign Envelope ID: 238DB5D7-ED7A-444E-A953-18A6F64A2B4F

5 PAYMENT

Payment will be made within 30 days of receipt of a properly completed invoice delivered pursuant to an authorized order under this Contract. Provider shall include the Contract number on all invoices and shall submit invoices to Accounts Payable, Port of Portland, PO Box 3529, Portland, OR 97208. Invoices may also be submitted to Accounts Payable via email to portinvoices@portofportland.com.

6 DUTY TO INFORM

Provider shall give prompt written notice to the Port if, at any time during the performance of this Contract, Provider becomes aware of actual or potential problems, faults, or defects in the Goods, any non-conformance with the Contract, or with any federal, state, or local law, rule, or regulation, or has any objection to any decision or order made by the Port. Any delay or failure on the part of the Port to provide a written response to Provider shall constitute neither agreement with nor acquiescence in Provider's statement or claim and shall not constitute a waiver of any of the Port's rights.

6.1 Representations and Warranties

All express and implied warranties that are applicable to goods under ORS Chapter 72 apply to Goods delivered under this Contract. Provider represents and further warrants to the Port that:

6.1.1 the Goods will conform to the specifications set forth in this Contract and be free from material defects;

6.1.2 the Goods will comply with all applicable federal health and safety standards; and

6.1.3 Provider has good title to the Goods, and that Provider conveys the Goods to the Port free from any restriction or condition, and free from any encumbrance, including but not limited to any security interest or lien. Provider will defend title to the Goods against the rightful claim of any person.

The warranties specified in this Section 6.1 are in addition to, and not in lieu of, any other warranties provided in this Contract. All warranties are cumulative and shall be interpreted broadly to give the Port the greatest warranty protection available.

6.2 Manufacturer Warranties

At no charge to the Port, Provider shall transfer or cause the transfer of all manufacturers' warranties for Goods and component parts, if any, to the Port for the Port's benefit when Provider delivers Goods to the Port. If a conflict or inconsistency exists between a manufacturer's warranty and Provider's warranty, the warranty that provides the greatest benefit and protection to the Port shall prevail.

7 INDEMNIFICATION

Provider shall indemnify, defend, reimburse, and hold harmless the Port and the Port's commissioners, officers, employees, and agents for, from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including without limitation reasonable attorney fees, accountant fees, paralegal fees, expert witness fees, escrow fees, fines, environmental costs, and penalties resulting from, arising out of, or in any way connected with the acts or omissions of Provider or Provider's partners, directors, officers, employees, subcontractors, invitees, or agents under this Contract.

8 DAMAGE TO PORT PROPERTY

Provider shall fully compensate the Port for harm to the Port's real or personal property caused by the acts or omissions, negligent or not, of Provider or Provider's partners, directors, officers, employees, subcontractors, invitees, or agents under this Contract.

9 INSURANCE

9.1 Liability Insurance

Provider shall maintain occurrence form commercial general liability and automobile liability insurance for the protection of Provider, the Port, its commissioners, employees, and agents. Coverage shall include personal injury, bodily injury, including death, and broad form property damage, including loss of use of property, occurring during or in any way related to Provider's operations, in an amount not less than $1,000,000 combined single limit per occurrence. Such insurance shall reference the Contract number and shall name the Port, its Commissioners, employees, and agents as additional insureds.

9.2 Workers' Compensation Coverage; Employers' Liability Coverage

Provider shall maintain workers compensation and employers' liability coverage for all Provider's employees who are subject to Oregon's Workers' Compensation statute (and/or Provider's domicile state, if different), either as a carrier-insured employer or as a self-insured employer as provided by ORS 656.407. If Provider's domicile state is a monopolistic state, employers stop gap liability insurance may be substituted for employers' liability coverage

9.3 Certificates

9.3.1 Certificates Required

Prior to full execution of this Contract, Provider shall furnish the Port with:

a) certificates referencing this Contract (by number, if known), coverage dates, amount, and type of insurance required by this Contract; and

b) a copy of the endorsement or policy provision providing additional insured status under the commercial general liability and automobile liability policies.

9.3.2 Certificate Management; Notice Requirement

When the period of Provider's performance under this Contract exceeds the coverage period stated on a certificate, prior to the certificate expiration date Provider or its insurer must furnish updated certificates demonstrating continuous coverage. Provider or its insurer must give the Port not less than thirty (30) days' written notice before cancellation, non-renewal, or material change of any policy (except ten (10) days for non-payment of premium).

10 BREACH OF CONTRACT

10.1 Generally

Provider acknowledges that its breach of its obligation to deliver promised quantities of Goods within the time periods set forth in this Contract may result in curtailment or cessation of critical Port operations, and that such curtailment or cessation may cause substantial harm to the Port including without limitation incidental and consequential damages

10.2 Cure; Remedies

Provider must cure any breach of this Contract within the shortest reasonable time after Provider first has actual notice of the breach or the Port notifies Provider of the breach, whichever is earlier. If Provider fails to cure a breach in accordance with this subsection, the Port may exercise one or more of the following remedies:

10.3 Substitute Goods

The Port may terminate that part of this Contract affected by the breach upon written notice to Provider, may obtain substitute goods in a reasonable manner, and may recover from Provider the amount by which the price for those substitute goods exceeds the price for the terminated Goods.

10.4 Suspension of Orders

Pending a decision to terminate all or part of this Contract under this Section, the Port may unilaterally order Provider to suspend all or part of the ordered Goods. If the Port terminates all or part of this Contract after such a suspension, Provider shall be entitled to compensation only for Goods accepted by the Port and delivered as required by this Contract prior to the date of termination but not for any Goods delivered after the Port-ordered suspension date. If the Port suspends certain orders and later requires Provider to resume the delivery of those Goods, Provider shall be entitled to reasonable damages incurred, if any, as a result of the suspension.

10.5 Default

If the breach is material, the Port may declare Provider in default, and the Port may pursue any remedy available for a default.

10.6 Recovery of Amounts Due for Breach

To recover any amounts Provider owes to the Port due to Provider's material or non-material breach of this Contract, the Port may withhold such amounts from any Port payments to Provider, including but not limited to payments made under this Contract or under any other agreement between the parties. Provider's default under this Contract will be, at the Port's option, a default under any other agreement between the parties.

10.7 Contractual Remedies Not Exclusive

The Port shall have all remedies available to the Port under this Contract, at law, and in equity, including reasonable attorneys' fees and costs incurred in any action to enforce the Port's rights under this Contract. All available remedies are cumulative and may be exercised singularly or concurrently.

11 TERMINATION FOR CONVENIENCE

The Port may terminate all or part of this Contract at any time for its own convenience by written notice to Provider. Upon termination under this Section, Provider shall be entitled to compensation for all Goods & Services delivered to and accepted by the Port prior to Provider's actual notice of the termination or the receipt of the written notice of termination, whichever is earlier, plus Provider's reasonable costs actually incurred in closing out the Contract. Provider shall not be entitled to compensation for any Goods & Services ordered but not yet delivered and accepted by Port prior to Provider's actual notice of the termination or receipt of written notice of termination.

12 STATUTORILY-REQUIRED PROVISIONS

12.1 Taxes

Provider represents and warrants that Provider has complied with the tax laws of the State of Oregon or a political subdivision of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318. Provider covenants that Provider will continue to comply with the tax laws of the State of Oregon or a political subdivision of the State of Oregon during the term of this Contract. Provider's failure to comply with the tax laws of the State of Oregon or a political subdivision of the State of Oregon before Provider executed this Contract or during the term of this Contract will be a default for which the Port may terminate the Contract and seek damages and other relief available under the terms of this Contract and under applicable law. [Required by ORS 279B.045]

12.2 Payment for Labor or Material

As a condition of this Contract, Provider shall make payment promptly, as due, to all persons supplying to Provider labor or material for Provider's performance under this Contract. [Required by ORS 279B.220(1)]

12.3 Contributions to the Industrial Accident Fund

As a condition of this Contract, Provider shall pay all contributions or amounts due the Industrial Accident Fund from Provider or Provider's subcontractor incurred in the performance of this Contract. [Required by ORS 279B.220(2)]

12.4 Income Tax Withholding

As a condition of this Contract, Provider shall pay to the Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167. [Required by ORS 279B.220(4)]

12.5 Workers' Compensation

As a condition of this Contract, all subject employers performing services under this Contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. [Required by ORS 279B.230(2)]

12.6 Medical Care for Employees

As a condition of this Contract, Provider shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of Provider, of all sums that Provider agrees to pay for such services and all moneys and sums that Provider collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for such services. [Required by ORS 279B.230(1)]

12.7 Liens and Claims Prohibited

As a condition of this Contract, Provider shall not permit any lien or claim to be filed or prosecuted against the Port, the state, any county, any school district, any municipality, any municipal corporation, or any subdivision thereof, on account of any labor or material furnished. [Required by ORS 279B.220(3)]

13 MISCELLANEOUS PROVISIONS

13.1 Time of Essence

Time is of the essence with respect to all dates and time periods in this Contract.

13.2 Contingencies

Neither party will be responsible for failure to perform the party's obligations under this Contract due to contingencies beyond the party's reasonable control, including but not limited to earthquakes, floods, tornadoes, and other acts of nature, fires, epidemics, wars, riots, revolutions, acts of civil or military authorities, sabotage, or nuclear incidents. If any obligation of a party will be delayed by a contingency, the party will promptly notify the other party. Each party will use commercially reasonable efforts to remove the contingency as soon as practicable.

13.3 Law of Oregon; Venue

ORS 15.320 provides that Oregon law applies to this Contract. The parties also agree that Oregon law applies to this Contract, even if ORS 15.320 is determined to be inapplicable or invalid, without reference to any conflict of laws provision that would call for the application of the law of any other jurisdiction. Any suit, action, or other proceeding arising out of or related to this Contract shall only be brought in a state or federal court located in Multnomah County, Oregon, which court's jurisdiction shall be exclusive. To the fullest extent permitted by applicable law, Provider shall be deemed to have irrevocably waived any objections to personal jurisdiction, venue, and objections based on forum non convenience, and further agrees to appear and submit to the jurisdiction of such courts in connection with any suit, action or other proceeding arising out of or related to this Contract.

13.4 Successors and Assigns

This Contract shall bind the parties and their permitted assignees.

13.5 Provider Identification

Provider shall furnish to the Port Provider's employer identification number, as designated by the Internal Revenue Service.

13.6 No Waiver of Legal Rights

A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach.

13.7 Modification

This Contract may be modified only by a writing signed by both parties. No oral modification shall be effective.

13.8 Attorney Fees

The prevailing party on a claim shall be entitled to reasonable attorney fees with respect to the claim at trial and on appeal in an action brought with respect to this Contract.

13.9 Permissive Cooperative Procurement Allowed

Other public contracting agencies may establish contracts or price agreements under the terms, conditions, and prices of this Contract. Provider agrees to extend the terms, conditions, and prices of this Contract to any purchasing contracting agency, as that term is defined at ORS 279A.200 (1)(h). Contracts or price agreements between Provider and purchasing public contracting agencies are entirely independent of and have no effect upon this Contract.

13.10 Counterparts, Execution, Electronic Signatures

This Contract may be executed in counterparts. This Contract may be executed using original signatures, facsimile signatures, or only with the Port's prior approval, Electronic Signatures as defined in the Electronic Signatures in Global and National Commerce Act, that can be authenticated. Under ORS 84.014, Provider's consent is not required for this Contract to be executed using Electronic Signatures. Even if ORS 84.014 is determined to be inapplicable or invalid, Provider grants such consent.

13.11 Integration

This Contract contains the entire agreement between the parties regarding the subject matter of this Contract and supersedes all prior written or oral discussions or agreements regarding the subject matter of this Contract.

13.12 Attachments

Any exhibits, schedules, and other attachments referenced in this Contract are part of this Contract.

13.13 Authority of Signers

The individuals signing below warrant that they have full authority to execute this Contract on behalf of the party for which they sign.

[Signature page follows]

Provider:		**Port:**	
Safeware, Inc.		Port of Portland	
By:	DocuSigned by: C63A1BC96D41402...	By:	DocuSigned by: Timolin Abrom 9D6CFD3972E04AA...
Print name:	Daric Simons	Print name:	Timolin Abrom
As its:	COO	As its:	Contracts and Procurement Mgr.
Date signed:	3/31/2021	Date signed:	3/31/2021
Phone:	3016831234		
Email:	dsimons@safewareinc.com	Approved as to legal sufficiency for the Port of Portland DocuSigned by: [illegible] Counsel for the Port of Portland	

SCHEDULE 1 - PRICING
SAFEWARE MARKET BASKET

Item Number	Manufacturer	Manufacturer Part Number	Supplier Number	Description	Category	UOM	Annual Usage	Manufacturer Part Number	UOM	Price List Title	Price List Page
1	National Towelette Co. Inc.	80125	NTW 80125	FlexWipes Disinfectant Wipes, 125 wipes per canister, 6 canisters per case	Decontamination Equipment	CS	359362	80125	CS	Safeware - Catalog Price List - NationalTowelette 2020.12.8 v1	1
2	Gentex Corporation	PR05815-G-0A2	GP PR05815-G-0A2	PureFlo ESM PF50 PAPR, Complete	Medical	EA	1350	PR05815-G-0A2	EA	Safeware - Catalog Price List - Gentex-GP 2021.3.1 v1	4
3	Innovent, Inc.	001440	INN 001440	Germicept 75% Alcohol Multi Purpose Wipe	Decontamination Equipment	CS	22288	001440	CS	Safeware - Catalog Price List - Innovent 2020.5.12 v1	1
4	3M	8293	MMM 8293	Coolflow Particulate Respirator, P100, 20 per case	Personal Protective Equipment	CS	3654	8293	CS	Safeware - Catalog Price List - 3M-OccupationalHealthSafety 2021.2.7 v1	51
5	Avon Protection Systems	70501-188	AVO 70501-188	C50 APR Assembly, Twin Port MED	Personal Protective Equipment	EA	4140	70501-188	EA	Safeware - Catalog Price List - Avon 2021.1.25 v2	6
6	Zero Water	ZR-006	ZER ZR-006	ZeroWater 1 stage filter - 4 pack	Related Products	PK	37600	ZR-006	PK	Safeware - Catalog Price List - ZeroWater 2021.1.27 v1	1
7	National Towelette Co. Inc.	20075	NTW 20075	Flex Wipes Disinfectant Wipes	Decontamination Equipment	CS	29089	20075	CS	Safeware - Catalog Price List - NationalTowelette 2020.12.8 v1	1
8	Avon Protection Systems	73602-2	AVO 73602-2	CBRN CF50 CBRN Protective Mask Filter (each)	Personal Protective Equipment	EA	15108	73602-2	EA	Safeware - Catalog Price List - Avon 2021.1.25 v2	3
9	Zero Water	ZP-010	ZER ZP-010	ZeroWater 10 cup pitcher	Related Products	EA	37600	ZP-010	EA	Safeware - Catalog Price List - ZeroWater 2021.1.27 v1	1
10	Gentex Corporation	PF3000-F8NA-03	GP PF3000-F8NA-03	PureFlow 3000 PAPR, Open Frame, TychemQC	Medical	EA	1000	PF3000-F8NA-03	EA	Safeware - Catalog Price List - Gentex-GP 2021.3.1 v1	2
11	Smiths Detection, Inc.	028-1805-Y2	SMI 028-1805-Y2	HazMatID Elite Command Package	Terrorism Incident Prevention Equipment	EA	11	028-1805-Y2	EA	Safeware - Catalog Price List - SmithsDetection 2021.1.25 v1	1
12	Adani Systems Inc.	AD9829.DV.00.000-07	ADA AD9829.DV.00.000-07	Compass Full Body X-Ray Scanner, Dual	Inspection and Screening Systems	EA	4	AD9829.DV.00.000-07	EA	Safeware - Catalog Price List - Adani 2021.2.1 v1	EA
13	Rae Systems	W01R-110100-050079-0011	RAE W01R-110100-050079-0011	RDK Detection Kit - AREARAE Pro - CDA /	Inspection and Screening Systems	EA	6	W01R-110100-050079-0011	EA	Safeware - Catalog Price List - RAESystems 2021.1.22 v1	25
14	Zero Water	ZR-017	ZER ZR-017	ZeroWater 5 stage filter - pack of 2	Detection Equipment	PK	37600	ZR-017	PK	Safeware - Catalog Price List - ZeroWater 2021.1.27 v1	1
15	Avon Protection Systems	70501-187	AVO 70501-187	C50 APR Assembly, Twin Port LGE	Personal Protective Equipment	EA	1613	70501-187	EA	Safeware - Catalog Price List - Avon 2021.1.25 v2	6
16	FLIR Systems, Inc.	7005109SELK-01	FLIR 7005109SELK-01	FLIR SkyWatch 2F-SD Mobile Tower	Physical Security Enhancement Equipment	EA	1	7005109SELK-01	EA	Safeware - Catalog Price List - FLIR-SkyWatch 2020.3.9 v2	2
17	[illegible]	72606-3	VO 72606-3	CTCF50 [illegible]	Personal Protective Equipment	PK	3158	72606-3	PK	[illegible] 2021.1.25	3
18	Innovent, Inc.	001442	INN 001442	Germicept 75% Alcohol Multi Purpose Wipe	Decontamination Equipment	CS	17697	001442	CS	Safeware - Catalog Price List - Innovent 2020.5.12 v1	1
19	Gentex Corporation	PR05815-G-0A5	GP PR05815-G-0A5	PureFlo ESM PF50 PAPR, Complete	Medical	EA	300	PR05815-G-0A5	EA	Safeware - Catalog Price List - Gentex-GP 2021.3.1 v1	4
20	Icor Technology Inc.	CAL-M090	ICO CAL-M090	Mini-CALIBER Robot SWAT Robot	Explosive Device Mitigation and Remediation Equipment	EA	8	CAL-M090	EA	Safeware - Catalog Price List - IcorTechnologies 2021.1.26 v1	3
21	Tracelogic	MRS-C20-38130	TRA MRS-C20-38130	Cadaver Seal Pouch - Replacement	CBRNE Logistical Support Equipment	EA	355	MRS-C20-38130	EA	Safeware - Catalog Price List - Tracelogic 2021.1.27 v1	1
22	3M	8210	MMM 8210	8210 Particulate Respirator, N95, 160 per case	Personal Protective Equipment	CS	188341	8210	CS	Safeware - Catalog Price List - 3M-OccupationalHealthSafety 2021.2.7 v1	30
23	Zero Water	ZP010-NF	ZER ZP010-NF	10 Cup Pitcher only	Related Products	EA	37000	ZP010-NF	EA	Safeware - Catalog Price List - ZeroWater 2021.1.27 v1	1
24	Rae Systems	W01R-111101-050079-0011	RAE W01R-111101-050079-0011	AreaRAE Pro Gamma RDK	Detection Equipment	EA	8	W01R-111101-050079-0011	EA	Safeware - Catalog Price List - RAESystems 2021.1.22 v1	25
25	DuPont	TY120SWHXL002500	DPP TY120SWHXL002500	Tyvek Coverall, Zip Front, White, XL, 25 per case	Personal Protective Equipment	CS	94578	TY120SWHXL002500	CS	Safeware - Catalog Price List - DuPont 2021.1.21 v1	51
26	Vorbeck Materials Corp.	RETS-M3-01	VOR RETS-M3-01	Complete Recon W130 X130	Interoperable Communications Equipment	EA	11	RETS-M3-01	EA	Safeware - Catalog Price List - Vorbeck 2020.6.1 v1	1
27	Avon Protection Systems	70501-556	AVO 70501-556	C50 First Responder Kit MED	Personal Protective Equipment	EA	716	70501-556	EA	Safeware - Catalog Price List - Avon 2021.1.25 v2	6
28	JBC Safety	83700SDCT3M64	SAF 39385	Traffic Cone, Orange, 28 in, 2 Reflective Collars	CBRNE Logistical Support Equipment	EA	27603	83700SDCT3M64	EA	Safeware - Catalog Price List - JBCSafety 2018.1.26 v3	8
29	Mine Safety Appliances Co.	10128625	MSA 10128625	Galaxy GX2 Automated Test System	CBRNE Logistical Support Equipment	EA	171	10128625	EA	Safeware - Catalog Price List - MSA-Industrial 2021.1.21 v1	54
30	3M	TR-300N ECK	MMM TR-300N ECK	3M Versaflo Easy Clean PAPR Kit	Medical	CS	281	TR-300N ECK	EA	Safeware - Catalog Price List - 3M-OccupationalHealthSafety 2021.2.7 v1	67
31	Rae Systems	C03-0942-000	RAE C03-0942-000	MultiRAE O2 Sensor	Detection Equipment	EA	1479	C03-0942-000	EA	Safeware - Catalog Price List - RAESystems 2021.1.22 v1	11
32	Coretex Products	23638	CRX 23638	CoreTex Waterless Hand Sanitizer, Single	Related Products	CS	1800612	23638	CS	Safeware - Catalog Price List - Coretex 2021.3.11 v1	2
33	Metrohm USA, Inc.	8400000920	BWT 8400000920	TacticID 1064 BWS482-1064	Detection Equipment	EA	7	BWT-8400000920	EA	Safeware - Catalog Price List - Metrohm 2021.1.20 v1	3
34	DuPont	TP198TOR2X000200	DPP TP198TOR2X000200	Tychem ThermoPro Coverall, Orange, 2X	Personal Protective Equipment	CS	1208	TP198TOR2X000200	CS	Safeware - Catalog Price List - DuPont 2021.1.21 v1	48
35	Avon Protection Systems	70501-189	AVO 70501-189	C50 APR Assembly, Twin Port SML	Personal Protective Equipment	EA	970	70501-189	EA	Safeware - Catalog Price List - Avon 2021.1.25 v2	6
36	Coretex Products	23670	CRX 23670	Anti-Bacterial Hand Sanitizer, Waterless	Related Products	CS	10680	23670	CS	Safeware - Catalog Price List - Coretex 2021.3.11 v1	2
37	Team Wendy	81R-WH	TMW 81R-WH	EXFIL SAR Tactical, w/ Rails, White	Intervention Equipment	EA	1007	81R-WH	EA	Safeware - Catalog Price List - TeamWendy 2021.3.13 v1	8
38	DuPont	TP198TOBXL000200	DPP TP198TORXL000200	Tychem ThermoPro Coverall, Orange, XL	Personal Protective Equipment	CS	1159	TP198TORXL000200	CS	Safeware - Catalog Price List - DuPont 2021.1.21 v1	50
39	Honeywell Safety Products	S3860HS	UVX S3860HS	Stealth Goggle w/Hydroshield, Clear Lens	Personal Protective Equipment	PR	32665	S3860HS	PR	Safeware - Catalog Price List - HoneywellSafety 2021.1.28 v1	625
40	Kappler	F5H582-91 LG/XL	KAP F5H582-91 LG/XL	Frontline 500, Level A Suit, LG/XL	Personal Protective Equipment	CS	147	F5H582-91 LG/XL	CS	Safeware - Catalog Price List - Kappler 2021.2.1 v1	12
41	3M	8210V	MMM 8210V	8210 Particulate Resp w/Exhalation Valve	Personal Protective Equipment	CS	14106	8210V	CS	Safeware - Catalog Price List - 3M-OccupationalHealthSafety 2021.2.7 v1	30
42	Gentex Corporation	PF3000-03-022	GP PF3000-03-022	Tychem QC disposable breathing hood	Personal Protective Equipment	PK	515	PF3000-03-022	PK	Safeware - Catalog Price List - Gentex-GP 2021.3.1 v1	1
43	3M	8511	MMM 8511	Respirator, Disposable, N95 w/Valve, 8511	Personal Protective Equipment	CS	3747	8511	CS	Safeware - Catalog Price List - 3M-OccupationalHealthSafety 2021.2.7 v1	32
44	Avon Protection Systems	70501-156	AVO 70501-156	Clear Outsert Assembly	Personal Protective Equipment	EA	6239	70501-156	EA	Safeware - Catalog Price List - Avon 2021.1.25 v2	3
45	3M	8205	MMM 8205 BULK	Aura Particulate Respirator, N95	Personal Protective Equipment	CS	229080	8205	CS	Safeware - Catalog Price List - 3M-OccupationalHealthSafety 2021.2.7 v1	35
46	Combat Support Products	FC3-330-ER/ER-DUAL RISER/QUAD INTR	CSP FC3-330-ER/ER-DUAL RISER/QUAD INTR	Foam Chest ... Firefighting Foam	Personal Protective Equipment	EA	2	FC3-330-ER/ER-DUAL RISER/QUAD INTR	EA	Safeware - Catalog Price List - CombatSupportProducts 2021.1.25 v1	1
47	Ameri-Qual Group LLC	12400	AMQ 12400	Self-Heating Emergency Meals 12/CS	CBRNE Logistical Support Equipment	CS	2302	12400	CS	Safeware - Catalog Price List - AmeriQual 2021.1.29 v1	1
48	Adani Systems Inc.	ADNT2.00.00.000-03	ADA ADNT2.00.00.000-03	Adani BagVision BV6045 Tunnel X-Ray System	Inspection and Screening Systems	EA	3	ADNT2.00.00.000-03	EA	Safeware - Catalog Price List - Adani 2021.2.1 v1	EA
49	[illegible]	UL12104-04 XL	FRO UL12104-04 XL	Men's Ultralite Rain Suit, Khaki, XL	Related Products	EA	13000	UL12104-04XL	EA	Safeware - Catalog Price List - FroggToggs 2020.3.3 v2	51
50	L3Harris Technologies	PATROL2M7	L3H PATROL2M7	Patrol M7 ... Training	Related Products	EA	2	PATROL2M7	EA	Safeware - Catalog Price List - L3Harris 2020.2.12 v2	2
51	Tracelogic	MRS-2053-E	TRA MRS-2053-E	2020/2021 Refrigerated Morgue Trailer	CBRNE Incident Response Vehicles	EA	1	MRS-2053-E	EA	Safeware - Catalog Price List - Tracelogic 2021.1.27 v1	1
52	Zanfel Laboratories, Inc.	689901	ZAN 689901	Zanfel Poison Ivy Wash 1oz tube	Related Products	EA	6246	689901	EA	Safeware - Catalog Price List - Zanfel 2021.1.1 v1	1
53	Rae Systems	M020-11111-111	RAE M020-11111-111	QRAE 3 Pumped CSA LEL / H2S / CO / O2 -	Detection Equipment	EA	454	M020-11111-111	EA	Safeware - Catalog Price List - RAESystems 2021.1.22 v1	10
54	United Shield International, LLC	PASGT-IIIA-4DTPAD-BOA	USI PASGT- IIIA-4DTPAD-BOA	PST 3C830 with 4D pads and USI BOA	Intervention Equipment	EA	800	PASGT- IIIA-4DTPAD-BOA	EA	Safeware - Catalog Price List - UnitedShield 2021.2.1 v1	8
55	Rae Systems	C03-0811-000	RAE C03-0811-000	Combustible catalytic bead % LEL sensor	Detection Equipment	EA	361	C03-0811-000	EA	Safeware - Catalog Price List - RAESystems 2021.1.22 v1	11
56	[illegible]	W01B-110101-050079-0011	R E W01B-110101-050079-0011	[illegible] RDK	Detection Equipment	E	3	W01B-110101-050079-0011	E	[illegible] 2021.1.22	25
57	DuPont	TY122SWH2X002500	DPP TY122SWH2X002500	Tyvek Coverall, Hood & Boots, White, 2X	Personal Protective Equipment	CS	35777	TY122SWH2X002500	CS	Safeware - Catalog Price List - DuPont 2021.1.21 v1	51
58	Ansell Edmont	YY23-T-83-133-04	ANS YY23-T-83-133-04	MICROCHEM ALPHATEC 683300PLUS TAPED HOOD	Personal Protective Equipment	CS	11375	YY23-T-83-133-04	CS	Safeware - Catalog Price List - AnsellEdmont 2021.1.26 v1	89
59	DuPont	TY127SWHXL002500	DPP TY127SWHXL002500	Dupont Tyvek Coverall	Personal Protective Equipment	CS	36500	TY127SWHXL002500	CS	Safeware - Catalog Price List - DuPont 2021.1.21 v1	56
60	Kappler	F5H582-91 2X/3X	KAP F5H582-91 2X/3X	Frontline 500, Level A Suit, 2X/3X	Personal Protective Equipment	CS	100	F5H582-91 2X/3X	CS	Safeware - Catalog Price List - Kappler 2021.2.1 v1	12
61	DuPont	TY122SWHXL002500	DPP TY122SWHXL002500	Tyvek Coverall, Hood & Boots, White, XL	Personal Protective Equipment	CS	38039	TY122SWHXL002500	CS	Safeware - Catalog Price List - DuPont 2021.1.21 v1	52
62	EMS Global LLC	44014	SFW 44014	Deluxe Universal Gas Mask Bag Black	Personal Protective Equipment	EA	3537	44014	EA	Safeware - Catalog Price List - Safeware 2020.3.1 v38	28
63	Avon Protection Systems	70501-628-2	AVO 70501-628-2	FC50 Enforcer Kit MED	Personal Protective Equipment	EA	560	70501-628-2	EA	Safeware - Catalog Price List - Avon 2021.1.25 v2	6
64	Rae Systems	W01A-110101-050079-0011	RAE W01A-110101-050079-0011	AreaRae Pro LEL, O2, H2S, CO, 10.6eV	Detection Equipment	EA	15	W01A-110101-050079-0011	EA	Safeware - Catalog Price List - RAESystems 2021.1.22 v1	24
65	DuPont	TP198TOR3X000200	DPP TP198TOR3X000200	Tychem ThermoPro Coverall, Orange, 3X	Personal Protective Equipment	CS	858	TP198TOR3X000200	CS	Safeware - Catalog Price List - DuPont 2021.1.21 v1	49
66	Mine Safety Appliances Co.	818342	MSA 818342	FLEXI-FILTER PADS P100 FOR	Personal Protective Equipment	PK	19321	818342	PK	Safeware - Catalog Price List - MSA-Industrial 2021.1.21 v1	177
67	Smiths Detection, Inc.	028-1805-Y1	SMI 028-1805-Y1	HazmatID Elite Command Single Demand	Detection Equipment	EA	3	028-1805-Y1	EA	Safeware - Catalog Price List - SmithsDetection 2021.1.25 v1	1
68	DuPont	TY120SWH2X002500	DPP TY120SWH2X002500	Tyvek Coverall, Zip Front, White, 2X	Personal Protective Equipment	CS	36633	TY120SWH2X002500	CS	Safeware - Catalog Price List - DuPont 2021.1.21 v1	51
69	Adani Systems Inc.	COMPASS DV	ADA AD9829.DV.00.000-07	Patented Technology Transmission X-Ray	Inspection and Screening Systems	EA	1	AD9829.DV.00.000-07	EA	Safeware - Catalog Price List - Adani 2021.2.1 v1	EA
70	Bertin Instruments	008075-000 FC	BER 008075-000 FC	Second Sight MS, Full Configuration	Terrorism Incident Prevention Equipment	EA	2	008075-000 FC	EA	Safeware - Catalog Price List - Bertin 2021.1.1 v1	1
71	Jameson, LLC	FGA-6	JAM FGA 6	Pruning Pole ... Fiberglass Foam Filled	CBRNE Logistical Support Equipment	EA	3908	FGA-6	EA	Safeware - Catalog Price List - Jameson 2021.1.27 v1	1
72	Med-Eng	8002581	MED 8002581	EOD 10E Helmet Fog, Olive Drab	Explosive Device Mitigation and Remediation Equipment	EA	10	8002581	EA	Safeware - Catalog Price List - Med-Eng 2020.6.1 v3	10
73	Genasys Inc. Formerly LRAD Corp.	1180025-00	LRAD 1180025-00	100X MAG w/ W REL ...	CBRNE Operational and Search and Rescue Equipment	EA	11	1180025-00	EA	Safeware - Catalog Price List - Genasys-LRAD 2021.1.27 v1	1
74	FLIR Systems, Inc.	SU0LEBF1-01	FLIR SU0LEBF1-01	Bundle Package 1 (LE)	Physical Security Enhancement Equipment	EA	1	REDACTED		REDACTED	
75	DuPont	TY127SWHL002500	DPP TY127SWHL002500	Dupont Tyvek Coverall	Personal Protective Equipment	CS	33050	TY127SWHL002500	CS	Safeware - Catalog Price List - DuPont 2021.1.21 v1	56
76	Avon Protection Systems	FTK 9519-4000	OHD FTK 9519-4000	Quantifit Respirator Fit Testing System	Personal Protective Equipment	EA	18	FTK 9519-4000	EA	Safeware - Catalog Price List - Avon 2021.1.25 v2	11
77	Avon Protection Systems	ST54-N-45-10-30-00-00-00-10-30-0	AVO ST54-N-45-10-30-00-00-00-10-30-0	ST54 SCBA, 4500psi, 60min, No Mask	Personal Protective Equipment	EA	37	ST54-N-45-10-30-00-00-00-10-30-0	EA	Safeware - Catalog Price List - Avon 2021.1.25 v2	10
78	[illegible]	DUAL PURPOSE DOG	VLX DUAL PURPOSE DOG	[illegible] Dual Purpose Dog	Animals and Plants	EA	18	DUAL PURPOSE DOG	EA	[illegible] 2020.1.1 v1	1
79	Honeywell Safety Products	7700-30 MD	NSA 7700-30 MD	7700 Half Face Resp, Silicone, MD	Personal Protective Equipment	EA	8030	770030M	EA	Safeware - Catalog Price List - HoneywellSafety 2021.1.28 v1	545
80	Dunlop	87012 11	BAT 87012 11	Hazmax 16 in Kneeboot, Steel Toe, sz 11	Personal Protective Equipment	PR	2175	87012 11	PR	Safeware - Catalog Price List - Dunlop 2021.1.27 v1	2
81	[illegible]	CC2 S2	NOI CC2 S2	[illegible]	Intervention Equipment	E	780	CC2 S2	E	[illegible] 2020.7.28	2
82	FLIR Systems, Inc.	7005109SELK-01	FLIR 7005109SELK-01	FLIR SkyWatch 2F-SD Standalone mobile	Physical Security Enhancement Equipment	EA	1	7005109SELK-01	EA	Safeware - Catalog Price List - FLIR-SkyWatch 2020.3.9 v2	2
83	Integrity Medical Solutions Inc.	WDFNCFMISR	IMS WDFNCFMISR	Wearable functional needle ...	CBRNE Logistical Support Equipment	EA	400	WDFNCFMISR	EA	Safeware - Catalog Price List - IntegrityMedical 2021.1.27 v1	1
84	Avon Protection Systems	ST54-N-45-10-30-00-00-00-10-30	AVO ST54-N-45-10-30-00-00-00-10-30	ST54 N ... 4500psi, 60min ...	Personal Protective Equipment	EA	30	ST54-N-45-10-30-00-00-00-10-30	EA	Safeware - Catalog Price List - Avon 2021.1.25 v2	10
85	Occunomix International Inc.	LUX-GC8327-Y LG	OCC LUX-GC8327-Y LG	Vest, Class 3, ... Yellow, ... LG	Personal Protective Equipment	EA	19182	LUX-GC8327-YL	EA	Safeware - Catalog Price List - Occunomix 2021.1.26 v1	77
86	Avon Protection Systems	70501-633	AVO 70501-633	FC50 APR Assembly, Twin Port MED	Personal Protective Equipment	EA	710	70501-633	EA	Safeware - Catalog Price List - Avon 2021.1.25 v2	6
87	[illegible]	UL12104-04 LG	FRO UL12104-04 LG	Men's Ultralite Rain Suit, Khaki, LG	Related Products	EA	8019	UL12104-04LG	EA	Safeware - Catalog Price List - FroggToggs 2020.3.3 v2	51
88	Disc-O-Bed LP	30502BO	DOB 30502BO	Disc-O-Bed Bunk, Black, X-Large, 2/PK	CBRNE Logistical Support Equipment	PK	485	30502BO	PK	Safeware - Catalog Price List - Disc-O-Bed 2021.3.17 v1	1
89	Avon Protection Systems	602651	AVO 602651	Voice Projection Unit Gen II	Interoperable Communications Equipment	EA	291	602651	EA	Safeware - Catalog Price List - Avon 2021.1.25 v2	7
90	Honeywell Safety Products	7580P100	NSA 7580P100	Particulate Filter, P100 2/pack	Personal Protective Equipment	PK	18114	7580P100	PK	Safeware - Catalog Price List - HoneywellSafety 2021.1.28 v1	544
91	Fenda Technologies	100000-00	FEN 100000-00	Handheld Fenda X10 RAMAN Standoff	Terrorism Incident Prevention Equipment	EA	2	100000-00	EA	Safeware - Catalog Price List - Fenda 2021.1.1 v1	2
92	Dunlop	87012 12	BAT 87012 12	Hazmax 16 in Kneeboot, Steel Toe, sz 12	Personal Protective Equipment	PR	1877	87012 12	PR	Safeware - Catalog Price List - Dunlop 2021.1.27 v1	2
93	Med-Eng	8002579	MED 8002579	Suit EOD 10E Olive Drab LG	Explosive Device Mitigation and Remediation Equipment	EA	7	8002579	EA	Safeware - Catalog Price List - Med-Eng 2020.6.1 v3	10
94	Rae Systems	MAB3-A2C1136-030	RAE MAB3-A2C1136-030	MultiRAE Lite Gas Detector	Detection Equipment	EA	140	MAB3-A2C1136-030	EA	Safeware - Catalog Price List - RAESystems 2021.1.22 v1	21
95	Smiths Detection, Inc.	028-1007	SMI 028-1007	ACE-ID (Green)	Terrorism Incident Prevention Equipment	EA	5	028-1007	EA	Safeware - Catalog Price List - SmithsDetection 2021.1.25 v1	1
96	Justrite Manufacturing Co.	7225130	JUS 7225130	Safety Can, Red Type 1, 2.5 gal, Metal	Related Products	EA	3611	7225130	EA	Safeware - Catalog Price List - JBCSafety 2018.1.26 v3	25
97	[illegible]	V-300LE-1	VIR V-300LE-1	[illegible]	CBRNE Reference Materials	EA	1	V-300LE-1	EA	[illegible] 2021.1.1 v1	1
98	DuPont	TY122SWHL002500	DPP TY122SWHL002500	Dupont Tyvek COVERALL	Personal Protective Equipment	CS	69575	TY122SWHL002500	CS	Safeware - Catalog Price List - DuPont 2021.1.21 v1	54
99	Kappler	99402	KAP 99402	Chem Tape, Yellow 2 in x 60 Yards	Personal Protective Equipment	CS	5476	99402 YW	CS	Safeware - Catalog Price List - Kappler 2021.2.1 v1	1
100	Avon Protection Systems	70501-555	AVO 70501-555	C50 First Responder Kit LGE	Personal Protective Equipment	EA	271	70501-555	EA	Safeware - Catalog Price List - Avon 2021.1.25 v2	6
101	20/20 GeneSystems, Inc.	CCT1001	2020 CCT1001	Rapid Response SARS-CoV-2 Test	Detection Equipment	PK	5000	CCT1001	PK	Safeware - Catalog Price List - 2020GeneSystems 2021.1.22 v1	1
102	Industrial Scientific Corp.	VP4-K1231101111	ISC VP4-K1231101111	Ventis Pro Series	Detection Equipment	EA	118	VP4-K1231101111	EA	Safeware - Catalog Price List - IndustrialScientific 2021.1.26 v1	171
103	Disc-O-Bed LP	30501BO	DOB 30501BO	Disc-O-Bed Bunk, Black, Large, 2/PK	CBRNE Logistical Support Equipment	PK	501	30501BO	PK	Safeware - Catalog Price List - Disc-O-Bed 2021.3.17 v1	1
104	DII Industrial Inc.	CP.HY.00000086.01	DII CP.HY.00000086.01	Zenmuse XT2 Dual 4K/FLIR Drone Thermal	CBRNE Aviation Equipment	EA	10	CP.HY.00000086.01	EA	Safeware - Catalog Price List - DII 2021.2.1 v1	1
105	DII Industrial Inc.	CP.EN.00000055.01	DII CP.EN.00000055.01	MATRICE 210 V2 (NA) COMBO (SP)	CBRNE Aviation Equipment	EA	14	CP.EN.00000055.01	EA	Safeware - Catalog Price List - DII 2021.2.1 v1	1
106	[illegible]	815368	MS 815368	[illegible] P100	Personal Protective Equipment	PK	3630	815368	PK	[illegible] 2021.1.21	175
107	DuPont	TP198TORL000200	DPP TP198TORL000200	Tychem ThermoPro Coverall, Orange, LG	Personal Protective Equipment	CS	578	TP198TORL000200	CS	Safeware - Catalog Price List - DuPont 2021.1.21 v1	48
108	Rae Systems	MCB3-A3C1R03-420	RAE MCB3-A3C1R03-420	MultiRAE Pro, LEL, CO, H2S, O2, Gamma,	Detection Equipment	EA	23	MCB3-A3C1R03-420	EA	Safeware - Catalog Price List - RAESystems 2021.1.22 v1	22
109	Kask America Inc.	WHE00048.201	KAS WHE00048.201	Zenith PL Vent Helmet, White	Personal Protective Equipment	EA	1237	WHE00048.201	EA	Safeware - Catalog Price List - Kask 2021.3.25 v1	2
110	3M	8212	MMM 8212	8212 Welding Particulate Respirator, N95	Personal Protective Equipment	CS	5638	8212	CS	Safeware - Catalog Price List - 3M-OccupationalHealthSafety 2021.2.7 v1	30
111	FLIR Systems, Inc.	103-032-0002	FLIR 103-032-0002	Griffin G510 Field Ready Kit	Detection Equipment	EA	1	103-032-0002	EA	Safeware - Catalog Price List - FLIR-Detection 2021.2.1 v1	3
112	United Shield International, LLC	ACH-MICH MIL-MIDCUT-IIIA-CYTELG-BOA	USI ACH-MICH-MIL-MIDCUT-(3Z)-(COLOR)-BOA	ACH-MICH MIL Helmet, MID CUT - Coyote -	Intervention Equipment	EA	383	ACH-M CH-M L-MIDCUT-(3Z)-(COLOR)-BOA	EA	Safeware - Catalog Price List - UnitedShield 2021.2.1 v1	3
113	Avon Protection Systems	602240	AVO 602240	Voice Projection Unit - for FM54	Personal Protective Equipment	EA	329	602240	EA	Safeware - Catalog Price List - Avon 2021.1.25 v2	2
114	Tactical Electronics	CORE UDC- 4 CAMERA VERSION	TAC CORE UDC CAM 4 KIT 10FT	CORE Under Door Camera (UDC) 4 Cam Kit	CBRNE Operational and Search and Rescue Equipment	EA	7	CORE UDC CAM 4 KIT 10FT	EA	Safeware - Catalog Price List - TacticalElectronics 2020.7.13 v2	2
115	3M	2091	MMM 2091	Particulate Filter, P100 2/Bag	CBRNE Operational and Search and Rescue Equipment	CS	4825	2091	CS	Safeware - Catalog Price List - 3M-OccupationalHealthSafety 2021.2.7 v1	11
116	Kappler	F5H582-91 SM/MD	KAP F5H582-91 SM/MD	Frontline 500, Level A Suit, SM/MD	Personal Protective Equipment	CS	88	F5H582-91 SM/MD	CS	Safeware - Catalog Price List - Kappler 2021.2.1 v1	12
117	PGI, Inc.	3879471-1	PGI 3879471-1	Cobra Base ... Gold - Critical Coverage	Personal Protective Equipment	EA	1536	3879471-1	EA	Safeware - Catalog Price List - PGI 2021.1.27 v1	3

[redacted]

[redacted]

Item Number	Manufacturer	Manufacturer Part Number	Supplier Number	Description	Category	UOM	Annual Usage	Manufacturer Part Number	UOM	Price List Title	Price List Page
118	Dil ndust al Inc.	CP 3N-000001U7.01	Dil CP 3N-000001U7.01	Mac c 2 Hme p ee [DUAL] Lin ve sal Ed t	CBRNE Av at on Equ pment	EA	45	CP 3N-000001U7.01	EA	Software e Catalog® cat.et Dil 2021.1.3 v1	1
119	Te iTech	T270ET1K0	TAL T270ET1K0	Self-Ret act ng L fal ze Web Dev ce Set	Related P oducts	EA	406	T270ET1K0	EA	Software e Catalog® cat.et TelTech 2021.1.27 v1	90
120	CBA USA	PMD2PUUS/E2-NFL	CBA PMD2PUUS/E2-NFL	PMD2Plus Ell ps c Metal Detecto	Inspect on and Sc een ng Systems	EA	32	PMD2PUUS/E2-NFL	EA	Software e Catalog® cat.et CBA 2021.1.2 v1	1
121	DuPont	TY12201MH0000300	DPF TY12201MH0000300	Tyvek Clthn wh, Hood & Boots, Wh te, 4X	Pe sonal P otect ve Equ pment	CS	18275	TY12201MH0000300	CS	Software e Catalog® cat.et DuPont 2021.1.33 v1	52
122	A gon Elect on ce	T4D4N03-LUS4	ARG T4D4N03-LUS4	DTE(S) a n ng S t	CBRNE Ope at onal and Saf ety and Rescue Equ pment	EA	15	T4D4N03-LUS4	EA	Software e Catalog® cat.et A gonElect on ce 2021.1.28 v1	3
123	Protte v ndust es	M1SH-R	POY M1SH-R	Mask Spec Respira h ghenty Resista	Related P oducts	LB	344000	M1SH-R	LB	Software e Catalog® cat.et Protte v 2021.1.32 v1	1
124	DuPont	TY14P7DY2H0000600	DPF TY14P7DY2H0000600	Tyvhem 6060 Cove all, G ey, 2X	Pe sonal P otect ve Equ pment	CS	625	TY14P7DY2H0000600	CS	Software e Catalog® cat.et DuPont 2021.1.33 v1	40
125	Wrenso Inc.	WVTMM-L	WMS WVTMM-L	Wrenso Le ge Mat s Message Box d	Prop cal Secu ty Enhancement Equ pment	EA	7	WVTMM-L	EA	Software e Catalog® cat.et Wrenso 2021.1.3 v1	1
126	Pola s Inc.	R30RC4384P	POL R30RC4384P	Pola s Range C ass XP 1000 Sty thetic	CBRNE Log st cal Suppo t Equ pment	EA	4	R30RC4384P	EA	Software e Catalog® cat.et Pola s 2020.1.8 v1	1
127	Duntop	87012 10	BAT 87012 (2)	Hazmax 10 in Kneehoot, Steel Toe, sz 10	Pe sonal P otect ve Equ pment	PR	1210	87012 10	PR	Software e Catalog® cat.et Duntop 2021.1.27 v1	3
128	Fron40 USA Inc.	R30S-1308	FOX R30S-1308	Wh ste, Son t Mask CMS, H gh Yellow	CBRNE Log st cal Suppo t Equ pment	EA	51098	R30S-1308	EA	Software e Catalog® cat.et Fron40 2021.1.22 v1	7
129	CMC	540D14	CMC 540D14	Com-Spade LEAD Tiedi Fo ce K t	Info mat on Technologie	EA	8	540D14	EA	Software e Catalog® cat.et CMCRescue 2021.1.25 v1	13
130	Me d an Med cal	TPAE	MED TPAE	DuoOnzre Auto-Injecto	Med cal	EA	1800	TPAE	EA	Software e Catalog® cat.et Me d anMed cal 2021.1.27 v1	1
131	Bae Systems	W01X-1101ID-05M07S-0001	BAE W01X-1101ID-05M07S-0001	ARSENAL PLUS, WIRELESS	Info mat on Technologie	EA	2	W01X-1101ID-05M07S-0001	EA	Software e Catalog® cat.et RAESystems 2021.1.33 v1	23
132	DLA Ente p ses LLC	SMRFA12	DLA SMRFA12	ASAP-12 Rap d Shelte System 30x12	CBRNE Log st cal Suppo t Equ pment	EA	8	SMRFA12SW	KT	Software e Catalog® cat.et Deployed Log s 2020.3.16 v3	3
133	Ph l ps	M2X66A	PHI 861382	Ph l ps Hea thca t Cha ta ARD, Includes	Med cal	EA	197	M2X66A/861382	EA	Software e Catalog® cat.et Ph l ps 2021.1.26 v1	1
13	U t C t	TOM03	F .O.TOM03	2 .UNIT, MRT .L CUSTOM FULL KIT .UT LITY	Med cal	E	2661	TOM03	E	S.T C.I.I P L.I -F t O.I 2021.1.26 .1	8
135	Tact cal Dest on ce	CORE POLE CAM KIT	TAC CORE POLE CAM KIT 10	CORE Pole Came a 10 ft t	CBRNE Ope at onal and Saf ety and Rescue Equ pment	EA	13	CORE POLE CAM KIT 10	EA	Software e Catalog® cat.et Tact calDest on ce 2020.7.13 v2	1

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ATTACHMENT A

DETAILED SPECIFICATIONS FOR PUBLIC SAFETY CATEGORIES

PUBLIC SAFETY, EMERGENCY PREPAREDNESS, SAFETY EQUIPMENT AND SOLUTIONS

1. Personal Protective Equipment

Equipment worn to protect the individual from hazardous materials and contamination in the workplace, including a chemical/biological threat environment. Examples include the following: respirators, such as N95 and SCBA; gloves such as medical nitrile gloves and cryogenic gloves; protective clothing, such as isolation gowns and wildland firefighting gear, eye protection, helmets, safety footwear, respiratory protective equipment, SCBA's, and all other protective items worn on the person.

2. Explosive Device Mitigation and Remediation Equipment

Equipment providing for the mitigation and remediation of explosive devices in a CBRNE environment such as:

- Bomb Search Protective Ensemble for Chemical/Biological Response
- Chemical/Biological Undergarment for Bomb Search Protective Ensemble
- Cooling Garments to manage heat stress
- Robots; Robot Upgrades
- Ballistic Threat Body Armor & Helmets
- Blast and Ballistic Threat Eye Protection
- Blast and Overpressure Threat Ear Protection
- Fire Resistant Gloves
- Disarmer/Disrupter
- Real Time X-Ray Unit, Portable X-Ray Unit
- CBRNE Compatible Total Containment Vessel (TCV)
- CBRNE Upgrades for Existing TCV
- Fiber Optic Kit (inspection or viewing)
- Tents, standard or air inflatable for chem/bio protection
- Inspection mirrors
- Ion Tract Explosive Detector
- Z Ray Equipment

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- All other EOD Equipment

3. CBRNE Operational and Search and Rescue Equipment

Equipment providing a technical search and rescue capability for a CBRNE environment, such as:

- Hydraulic tools; hydraulic power unit
- Listening devices, hearing protection
- Search cameras (Including thermal and infrared imaging)
- Night Vision
- Radiological isotope identifying detectors
- Breaking devices (Including spreaders, saws, and hammers)
- Lifting devices (including air bag systems, hydraulic rams, jacks, ropes, and block and tackle)
- Blocking and bracing materials
- Evacuation chairs (for evacuation of disabled personnel)
- Ventilation fans
- All other CBRNE operational and search and rescue equipment

4. Information Technology

Equipment and services providing Information Technology, such as:

- Servers
- Switches
- Software
- Monitors and wall displays for Real time Crime Centers
- Cloud services
- All other Information Technology for Emergency and Public Preparedness

5. Cyber Security Enhancement Equipment and Services

Equipment and services providing cyber security enhancement, such as:

- Secure appliances
- Filter switches
- Filters
- Securer cloud services
- All other cyber security enhancement equipment and services for Emergency and Public Preparedness

6. Interoperable Communications Equipment

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Equipment and systems providing connectivity and electrical interoperability between local and interagency organizations to coordinate CBRNE response operations. This includes system design, installation, service, and maintenance. Products include:

- CAD / RMS fusion equipment
- Software and services
- Land/Mobile. Two-way in-suit communications (secure, hands-free, fully duplex, optional), including air-to-ground capability (as required)
- Antenna systems
- Personnel Alert Safety System (PASS) - (location and physiological monitoring systems optional)
- Personnel Accountability Systems
- Individual/portable radios, software radios, portable repeaters, radio interconnect systems, satellite phones, batteries, chargers, and battery conditioning systems
- Computer systems designated for use in an integrated system to assist with detection and communication efforts (must be linked with integrated software packages designed specifically for chemical and/or biological agent detection and communication purposes)
- Portable Meteorological Station (monitors temperature, wind speed, wind direction and barometric pressure at a minimum)
- Commercially available crisis management software
- Mobile Display Terminals
- All other interoperable communications equipment

7. Detection Equipment

Equipment to sample, detect, identify, quantify, and monitor for chemical, biological, radiological/nuclear, and explosive agents throughout designated areas or at specific points. Such items include:

- Bioassays
- PID
- Radiation Detection
- PCR
- All other detection equipment

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8. Decontamination Equipment

Equipment and material used to clean, remediate, remove, or mitigate chemical and biological contamination. Such items include:

- Decontamination system for individual and mass application with environmental controls, water heating system, showers, lighting, and transportation (trailer)
- Decon7/Extraction Litters/roller systems
- Runoff Containment Bladder(s), decontamination shower waste collection with intrinsically-safe evacuation pumps, hoses, connectors, scrub brushes, nozzles
- Spill containment devices
- Overpack drums
- Cadaver bags
- Hand carts
- Waste water classification kits/strips
- HEPA vacuum for dry decontamination
- Disinfectants
- Shelters
- Modesty kits
- All other decontamination equipment

9. Medical

Medical supplies, such as:

- Trauma kits
- Tourniquets
- Tactical medical kits
- AED's (Portable, personal, and medical automatic external defibrillators, AED trainers, accessories, and replacement parts)
- First aid kits, refills, and blood borne pathogen response kits
- Burn care
- Medicinals such as antacids, aspirin, non-aspirin pain relief, cold and sinus medication
- Skin care products such as heavy-duty cleansers, medicated and protective skin creams, insect repellents, poison ivy relief, sunscreen
- Heat-Stress relief such as fluid replacement drinks and coolers
- All other medical supplies related to emergency and public preparedness

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10. Power

Equipment used to provide power, such as:

- Generators
- Batteries
- All other equipment to provide power

11. CBRNE Reference Materials

Reference materials designed to assist emergency first responders in preparing for and responding to a CBRNE incident. This includes but is not limited to the following:

- Jane's books
- Training books, including but not limited to, NFPA Guide to hazardous materials, NIOSH Hazardous Materials Pocket Guide, North American Emergency Response Guide, First Responder Job Aids, etc.
- Reference and training videos
- All other CBRNE reference materials

12. CBRNE Incident Response Vehicles

Any emergency and public preparedness vehicles, including: Command vehicles, hazmat rigs, bomb trucks, armored vehicles, ATV's, and all other CBRNE incident response vehicles.

13. Terrorism Incident Prevention Equipment

Any emergency and public preparedness terrorism incident prevention equipment including: area monitoring, situational awareness equipment, CWA, stand-off detection, and all other terrorism incident prevention equipment

14. Physical Security Enhancement Equipment

Any equipment, such as CCTV, access control, LPR, radar and all other physical security enhancement equipment, including installation necessary to enhance the physical security of critical infrastructure such as system design, installation, service, and maintenance

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15. Inspection and Screening Systems

- Millimeter
- X Ray
- Gamma Ray
- Thermal
- Infrared
- Proximity
- All other inspection and screening systems

16. Animal and Plants

Any animal and plants such as bomb sniffing dogs, drug sniffing dogs and all other animal and plants for the provision of emergency and public preparedness.

17. CBRNE Prevention and Response Watercraft

Watercraft equipment and any services such as CBRNE boats, box boats and all other CBRNE prevention and response watercraft.

18. CBRNE Aviation Equipment

Aviation equipment and any services such as helicopters and associated maintenance, UAV, UAW and accessories, drones, aviation mapping, software and all other CBRNE aviation equipment.

19. CBRNE Logistical Support Equipment

Logistical support equipment and any services such as control and command vehicles, NIMS accessories, traffic control items and all other CBRNE logistical support equipment.

20. Intervention Equipment

- Ballistic protection
- Situational awareness equipment
- All other intervention equipment

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21. Related Products and Services

Any related emergency and public preparedness equipment, supplies, and services offered by supplier.

22. All Other Non-Listed Emergency and Public Preparedness, Law Enforcement, and Fire Equipment available through Supplier

Equipment, supplies, materials, and services supplier offers but does not appear specifically in the above categories.

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: SAFEWARE, INC.

Business Location: 4403 FORBES BLVD
LENHAM, MD 20706

CRS Number: 03501559004

Owner: SAFEWARE, INC.

License Number: 235515

License Type: Business License - Renewable

Issued Date: July 27, 2023

Classification: Out of Jurisdiction Business License

Expiration Date: July 27, 2024

Fees Paid: $10.00

SAFEWARE, INC.
4403 FORBES BLVD
LANHAM, MD 20706

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/22/2023

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
HMS Insurance Associates, Inc.
20 Wight Ave Suite 300
Hunt Valley MD 21030

CONTACT NAME: Lauren Serio
PHONE (A/C, No, Ext): 443-632-3380 **FAX (A/C, No):** 410-337-0551
E-MAIL ADDRESS: Lauren.Serio@MarshMMA.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE American Insurance Company	22667
INSURER B : Great Northern Insurance Co.	20303
INSURER C : Indian Harbor Insurance Company	36940
INSURER D : Bankers Standard Insurance Company - An ACE	18279
INSURER E : Gotham Insurance Company	25569
INSURER F : LLoyds	15642

INSURED SAFEINC-02
Safeware Inc.
4403 Forbes Blvd
Lanham MD 20706

COVERAGES **CERTIFICATE NUMBER:** 1987067229 **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			G71540856 005	7/1/2023	7/1/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			(22)7360-98-94	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	UMBRELLA LIAB X OCCUR			SXS005939702	7/1/2023	7/1/2024	EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED RETENTION $							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		(23)7176-41-45	7/1/2023	7/1/2024	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
E	Excess Liability -			EX202300003675	7/1/2023	7/1/2024	Limit	$2M. Excess $5M.
F	Secondary Excess Professional Liability			MR224131	7/1/2023	7/1/2024	Per Claim/Agg	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Contract #159469

The City of Santa Fe, New Mexico, their officials, officers employees and agents are listed as additional insured on the General Liability policy when required by written contract per the attached forms. 30 days notice of cancellation applies.

CERTIFICATE HOLDER

City of Santa Fe, New Mexico
200 Lincoln Ave
Santa Fe NM 87501

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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s): **Any Person or Organization where required by written contract signed prior to the date of loss.**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

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

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

 © Insurance Services Office, Inc., 2018

General Endorsement

General Policy Information

Named Insured: Safeware, Inc

Policy Symbol: PMD | Policy Number: G71540856 005

Endorsement Number: 001 | Effective date of Endorsement: 07/31/2023

Policy Period: 07/01/2023 to 07/01/2024

Issued by: ACE American Insurance Company

This Endorsement changes the policy – Please read it carefully

This endorsement modifies insurance provided under the following:

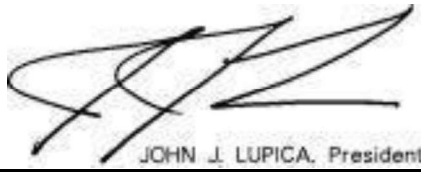
Commercial General Liability COVERAGE FORM

Endorsement Information

In consideration of no change in premium, the following endorsement has been added per the attached:

Additional Insured – Owners, Lessees or Contractors – Completed Operations
CG 20 37 12 19

All other terms and conditions of this policy remain unchanged.



Authorized Agent

CHUBB®

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any Person or Organization where required by written contract signed prior to the date of loss.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

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

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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GB 150 Safeware

Final Audit Report 2024-02-28

Created:	2024-02-19
By:	JIMMY TAPIA (jptapia@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4WYmeXiLvxjg0TOxiFPXVg1KrFw_43b_

"GB 150 Safeware" History

Document created by JIMMY TAPIA (jptapia@santafenm.gov)
2024-02-19 - 11:51:27 PM GMT- IP address: 63.232.20.2

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2024-02-19 - 11:55:40 PM GMT

Email viewed by Andy Hopkins (ajhopkins@santafenm.gov)
2024-02-20 - 5:20:50 PM GMT- IP address: 104.47.64.254

Document e-signed by Andy Hopkins (ajhopkins@santafenm.gov)
Signature Date: 2024-02-20 - 5:21:19 PM GMT - Time Source: server- IP address: 63.232.20.2

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2024-02-20 - 5:21:23 PM GMT

Email viewed by jlovato@santafenm.gov
2024-02-20 - 5:32:39 PM GMT- IP address: 63.232.20.2

Signer jlovato@santafenm.gov entered name at signing as JoAnn Lovato Montaño
2024-02-20 - 6:53:38 PM GMT- IP address: 63.232.20.2

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2024-02-28 - 6:08:22 AM GMT- IP address: 104.47.64.254

Signer ekoster@santafenm.gov entered name at signing as Emily K. Oster
2024-02-28 - 7:00:21 PM GMT- IP address: 63.232.20.2

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Document e-signed by Emily K. Oster (ekoster@santafenm.gov)

Signature Date: 2024-02-28 - 7:00:23 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2024-02-28 - 7:00:23 PM GMT

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Acrobat Sign

Signature: Emily K. Oster

Email: ekoster@santafenm.gov

Signature: Alexis Lotero
Alexis Lotero (Mar 14, 2024 17:00 MDT)

Email: aclotero@santafenm.gov

Signature:

Email: tkduttonleyda@santafenm.gov

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/22/2024

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 HMS Insurance Associates, Inc. 20 Wight Ave Suite 300 Hunt Valley MD 21030	**CONTACT NAME:** Lauren Serio **PHONE (A/C, No, Ext):** 443-632-3380 **FAX (A/C, No):** 410-337-0551 **E-MAIL ADDRESS:** Lauren.Serio@MarshMMA.com
INSURED SAFEINC-02 Safeware Inc. 4403 Forbes Blvd Lanham MD 20706	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Aspen Specialty Insurance Company 10717 **INSURER B :** Liberty Insurance Corporation 42404 **INSURER C :** Allied World Assurance Company 19489 **INSURER D :** Admiral Insurance Company 24856 **INSURER E :** Gemini Insurance Company 10833 **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 915145976 **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 [ ] PRO-JECT [X] LOC [ ] OTHER:			CR011GF24	7/1/2024	7/1/2025	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 $ 50,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			AS7-Z51-294852-024	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
C	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED X RETENTION $ 10,000			0314-3273	7/1/2024	7/1/2025	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC7-Z51-294852-014	7/1/2024	7/1/2025	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	Excess Liability - Secondary Excess Professional Liability			UX000000968-01 VIPL056004	7/1/2024 7/1/2024	7/1/2025 7/1/2025	Limit Per Claim/Agg	$2M. Excess $5M. 2,000,000

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

Final Excess Layer - CRC (Westfield Specialty Insurance Company) 7/1/2024-7/1/2025 - XSL424569W00 - $5M/$10M.
RE: Contract #159469

The City of Santa Fe, New Mexico, their officials, officers employees and agents are listed as additional insured on the General Liability policy when required by written contract per the attached forms. 30 days notice of cancellation applies.

CERTIFICATE HOLDER

City of Santa Fe, New Mexico
200 Lincoln Ave
Santa Fe NM 87501

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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
As required by written contract signed by both parties prior to loss	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

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

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As required by written contract signed by both parties prior to loss	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

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

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

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Signature: XAVIER VIGIL
XAVIER VIGIL (Aug 30, 2024 10:46 MDT)

Email: xivigil@santafenm.gov

CITY OF SANTA FE

The Purchasing Memo

Date: November 21, 2025

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

From: Erin Gomez, Contract Administrator

Via: Eric Candelaria, ITT Department Director/ Larry Worstell, ISD Manager

Subject: Insight Public Sector Reseller of Microsoft Office 365 Amendment No.4

Vendor Name: Insight Public Sector

Munis Vendor Number: 4367

ITEM AND ISSUE:

Request for Approval of Amendment No. 4 to Memorandum of Understanding Item #18-1309 with the Insight Public Sector to Increase the Compensation by $4,090,461.67 for a New Total Amount of $8,018,466.37 and to Extend the Termination Date to November 26th, 2028. (Larry Worstell, ISD Manager, lfworstell@santafenm.gov)

CONTRACT NUMBER:

The FY19 Munis contract number is 3202628.

BACKGROUND AND SUMMARY:

Insight Public Sector has agreed to provide the City Microsoft 365 Products and Services as detailed in Microsoft Renewal Quote 0925-City of Santa Fe V2-MSEA-DSG. The amendment is allowing extension up to a maximum of three years.

This amendment proposes two key modifications to the existing agreement:

1. Term Extension: A three-year extension to the current service period
2. Compensation Adjustment: An increase of $4,090,461.67.

FUNDING SOURCE:

Fund Name/Number: Services of Other Departments/650

Munis Org Name/Number: ITT Infrastructure/6203600

Munis Object Name/Number: Software Subscriptions/530710

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

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-129, Statewide Price Agreement

New Mexico Statewide Price Agreement #10-00000-20-00054-AD

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

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☒ Yes | ☐ No

Approval: Eric Candelaria (Nov 21, 2025 13:05:50 MST) **Title:** ITT Department Director **Date:** _____

Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

Is this an externally funded purchase? ☐ Yes | ☒ No

If yes, what is the issuing agency: _____

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

Comment/Exceptions: _____

Is this a Capital Asset or Project? ☐ Yes | ☒ No

Project Ledger Number: _____

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

Comment/Exceptions: _____

ATTACHMENTS:

Insight Public Sector Amendment No. 4 to Item #18-1309

Insight Public Sector Memorandum of Understanding Item#18-1309

New Mexico Statewide Price Agreement #10-00000-20-00054-AD

Quote

COI

W9

Item #:
Munis Contract #: 3202628
Original Contract Item #: 18-1309
SWPA#: 10-00000-20-00054AD

CITY OF SANTA FE
AMENDMENT No. 4 TO
INSIGHT PUBLIC SECTOR RESELLER OF MICROSOFT OFFICE 365 AGREEMENT
ITEM # 18-1309

This AMENDMENT No. 4 (the "Amendment") amends the CITY OF SANTA FE CONTRACT, dated November 14, 2018 (the "Contract"), between the City of Santa Fe (the "City") and Insight Public Sector, Inc., reseller of Microsoft 365 (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Contract, Contractor has agreed to provide the City Microsoft 0365 Products and Services as detailed in Microsoft Renewal Quote 0925-City of Santa Fe-V2-MSEA-DSG.

B. Pursuant to Article 14, Section E of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

2. COMPENSATION

Article 3, Section A of the Contract is amended to increase the amount of compensation by a total of four million, ninety thousand, four hundred sixty-one dollars and sixty-seven cents ($4,090,461.67), including gross receipts tax so that the total compensation for the contract in its entirety as follows:

The total compensation including NMGRT is not to exceed eight million, eighteen thousand, four hundred sixty-six dollars and thirty-seven cents ($8,018,466.37).

3. TERM:

The term of this Contract is hereby extended to November 26, 2028, unless earlier terminated as provided herein.

4. CONTRACT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 4 to the Contract as of the dates set forth below.

CITY OF SANTA FE:	CONTRACTOR:
	Lisanne Steinheiser
ALAN WEBBER, CITY MAYOR	LISANNE STEINHEISER GLOBAL COMPLIANCE OFFICER

ATTEST:

ANDREA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

EMILY OSTER, FINANCE DIRECTOR

Insight Public Sector Amendment _4

Final Audit Report 2025-11-18

Created:	2025-11-14
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAALeacRxChUyeL6ko_8SQ08J_zg0jQyil-

"Insight Public Sector Amendment _4" History

Document created by MATTHEW HARDING (mrharding@santafenm.gov)
2025-11-14 - 9:06:55 PM GMT- IP address: 63.232.20.2

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2025-11-14 - 9:07:28 PM GMT

Email viewed by Lisanne Steinheifer (lisanne.steinheiser@insight.com)
2025-11-17 - 11:34:41 PM GMT- IP address: 20.94.166.150

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2025-11-18 - 9:33:18 PM GMT- IP address: 198.187.200.254

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Signature Date: 2025-11-18 - 10:56:11 PM GMT - Time Source: server- IP address: 198.187.200.254

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2025-11-18 - 10:56:13 PM GMT

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2025-11-18 - 11:58:39 PM GMT- IP address: 104.47.65.254

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Signature Date: 2025-11-18 - 11:58:56 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2025-11-18 - 11:58:56 PM GMT

Item# 25-0026
Munis Contract# 3202628
Original Contract Item#
18-1309 SWPA #:
10-00000-20-00054

CITY OF SANTA FE
AMENDMENT No. 3 TO
Insight Public Sector Reseller of Microsoft Office 365 Agreement
ITEM# 18-1309

This AMENDMENT No. 3 (the "Amendment") amends the CITY OF SANTA FE **Insight Public Sector** CONTRACT, dated November 14, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Insight Public Sector, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Contract, Contractor has agreed to provide the City Microsoft 0365 Products and Services as detailed in Exhibit D of Microsoft Renewal Quote 1024-City of Santa Fe-V2-MSEA-DSG.

B. Pursuant to Article 14(e) of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

The Products and Services have been deleted in its entirety and replaced with the following:

Insight Public Sector shall provide the Products and services as detailed in attached Exhibit D Quote 1024-City of Santa Fe-V2-MESEA-DSG for two thousand three hundred (2,300) users.

2. COMPENSATION.

The compensation of the Original Microsoft Agreement E5623598, City item #18-1309 is amended to

increase the amount of compensation by a total of one million thirty-two thousand eight hundred eighty five dollars and forty eight cents ($1,032,885.48) including gross receipts tax so that the total compensation for the contract is as follows:

The total compensation including GRT is not to exceed three million nine hundred twenty-eight and four dollars and seventy cents ($ 3,928,004.70).

3. TERM:

Article 6 (a) of the Contract is hereby deleted in its entirety and substituted with the following:

This Contract shall be effective when signed by the City and shall terminate on December 31, 2025.

4. CONTRACT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 3 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

Alan Webber (Jan 24, 2025 17:53 MST)

ALAN WEBBER, MAYOR

DATE: Jan 24, 2025

CONTRACTOR:
Insight Public Sector

Lisanne Steinheiser

Lisanne Steinheiser, Global Compliance Officer

DATE: 12/2/2024

CRS#

ATTEST:

ANDREA SALAZAR (Jan 28, 2025 21:10 MST)

ANDRÉA SALAZAR, CITY CLERK XIV

GB MTG 01/15/2025

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Dec 2, 2024 09:35 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

EMILY OSTER, FINANCE DIRECTOR

Item# 21-0659
Munis Contract#3202628

CITY OF SANTA FE
AMENDMENT No. 2 TO
Insight Public Sector Reseller of Microsoft Office 365 AGREEMENT
ITEM# 18-1309

This AMENDMENT No. 2 (the "Amendment") amends the CITY OF SANTA FE Microsoft Office 365 AGREEMENT, dated November 14, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Insight Public Sector (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide the Products and Services M365 E3 GCC Unified ShrdSvr ALNG SubsVL MVL Per user for two thousand, three hundred (2,300) Users, AzureprepaymentG ShrdSvr ALNG SubsVL MVL Commit Provision, One (1) as detailed in Exhibit A, Exhibit B, and Exhibit C of Microsoft renewal agreement 5294887 between the City of Santa Fe and Insight Public Sector.

B. Pursuant to Article 14(e) of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

A. Products and Services shall be provided pursuant to Exhibit A, Exhibit B, and Exhibit C. of Microsoft Enterprise Renewal Agreement 5294887, M365 E3 GCC Unified ShrdSvr ALNG SubsVL MVL Per user for two thousand, three hundred (2,300) Users, AzureprepaymentG

ShrdSvr ALNG SubsVL MVL Commit Provision, One (1).

2. COMPENSATION.

Original Cost of three year Agreement 18-1309 of Microsoft Agreement E5623598 with the expiration of December 28, 2021 has been fully compensated in the amount of $346,822.62. Pricing of the Agreement 18-1309 Microsoft Agreement Number E5623598 is amended to increase the amount of compensation by a total of $2,548,296.60 (Excluding NMGRT) so that renewal agreement reads in its entirety as follows:

A. The City shall pay to the Contractor Twelve Month annual installments for the term of 36-months payments for services satisfactorily performed pursuant to the Scope of Work at the rate of:

December 29, 2021 Fiscal Year 2022: $849,432.20

December 29, 2022 Fiscal Year 2023: $849,432.20

December 29, 2023 Fiscal Year 2024: $849,432.20

Total Compensation of 36-Month Term (Exhibit D): $2,548,296.60

City of Santa Fe Agreement 18-1309 Total Compensation $346,822.62

Total Cost as of Expiration December 28, 2024: $2,895,119.22

Estimated Tax $71,670.84 per Year

3. TERM:

Original contract 18-1309 Microsoft Agreement Number E5623598 of the Agreement is hereby deleted in its entirety and substitute the following Amendment Number 2 Microsoft Agreement Number 5294887 in its place:

This Agreement shall be effective when signed by the City and shall terminate on

December 28, 2024.

4. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: Dec 9, 2021

CONTRACTOR:
INSIGHT PUBLIC SECTOR

Scott Friedlander
Scott Friedlander (Nov 9, 2021 18:25 EST)

NAME Scott Friedlander

IPS SVP
TITLE

DATE: Nov 9, 2021
CRS# 02-960205-00-0

Registration # 229398

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK
GB MTG 12/08/2021

CITY ATTORNEY'S OFFICE:
Marcos Martinez
Marcos Martinez (Nov 4, 2021 15:48 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR
Org. Name/Org.#6203600.530710 and 3653501.530710

AJH
AJH

CITY OF SANTA FE
AMENDMENT No. 1 TO
En Pointe Technologies, a PCM Co. AGREEMENT
ITEM#18-1309
Munis Contract # 3200410

This AMENDMENT No. 1 (the "Amendment") amends the Agreement with En Pointe Techologies, a PCM Co., dated November 14, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Insight Public Sector, Inc. formerly known as En Pointe Technologies, LLC, a PCM Co. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide Licenses of Products of original agreement between the City of Santa Fe and En Pointe, a PCM Co.

B. Pursuant to 14 (e) and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. NAME CHANGE

The Contractor, En Pointe, a PCM Co, is now known as Insight Public Sector, Inc. (See Exhibit "A" attached hereto).

2. AGREEMENT IN FULL FORCE,

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

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

CITY OF SANTA FE:

Alan Webber, City Mayor
DATE: May 13, 2021

CONTRACTOR:
Insight Public Sector, Inc.

NAME
Lisanne Steinheiser
TITLE
Global Compliance Officer

DATE: 4/15/2021
CRS# 02-960205-000

Registration # 29398

ATTEST:

KRISTINE MIHELCIC, CITY CLERK
GB MTG 05/12/2021

CITY ATTORNEY'S OFFICE:

Marcos Martinez
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR
[redacted]6203600.530710
Business Unit Line Item

Microsoft ITEM # 18-1309 Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	E5623598

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Enrollment (Indirect)	X20-10634
Sub250 Form	W29
Product Selection Form	0778267.002_PSF

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	
Name of Entity (must be legal entity name)*	City of Santa Fe
Signature*	
Printed First and Last Name*	Alan Webber
Printed Title	Mayor
Signature Date*	11/26/2018
Tax ID	85-6000168

** indicates required field*

Microsoft Affiliate	
	Microsoft Corporation
Signature	Microsoft Microsoft Corporation OCT 30 2018 Shirley Snyder Duly Authorized on behalf of Microsoft Corporation
Printed First and Last Name	
Printed Title	
Signature Date (date Microsoft Affiliate countersigns)	
Agreement Effective Date (may be different than Microsoft's signature date)	

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

Microsoft Volume Licensing

Enterprise Enrollment State and Local

Enterprise Enrollment number *(Microsoft to complete)*	51044310
Previous Enrollment number *(Reseller to complete)*	

Framework ID *(if applicable)*

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at http://www.microsoft.com/licensing/contracts. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

"Volume Licensing Site" means http://www.microsoft.com/licensing/contracts or a successor site.

2. *Order requirements.*

a. **Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.

   (i) **Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).

   (ii) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.

b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.

c. **Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.

d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.

e. **Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.

f. **Adding Products.**

   (i) **Adding new Products not previously ordered**. New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

(ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.

g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.

(i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.

(ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.

(iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retroactively to the month in which they were ordered.

(iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:

1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.

2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.

3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.

(v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

(vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate

may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(vii) Late true-up order. If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

h. Step-up Licenses. For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

(i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.

(ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

i. Clerical errors. Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

j. Verifying compliance. Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. *Pricing.*

a. Price Levels. For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.

b. Setting Prices. Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. *Payment terms.*

For the initial or renewal order, Enrolled Affiliate may pay upfront or elect to spread its payments over the applicable Enrollment term. If an upfront payment is elected, Microsoft will invoice Enrolled Affiliate's Reseller in full upon acceptance of this Enrollment. If spread payments are elected, unless indicated otherwise, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. *End of Enrollment term and termination.*

a. General. At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.

b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

c. **If Enrolled Affiliate elects not to renew.**

(i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

(ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") for up to one year, unless designated in the Product Terms to continue until cancelled, is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.

2) **Cancellation during Extended Term.** At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.

(iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

e. **Early termination.** Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. *Government Community Cloud.*

a. **Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly

prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.

c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.

d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:

(i) Government Community Cloud Services will be offered only within the United States.

(ii) Additional European Terms, as set forth in the Use Rights, will not apply.

(iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

Enrollment Details

1. *Enrolled Affiliate's Enterprise.*

a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

☒ Enrolled Affiliate only

☐ Enrolled Affiliate and all Affiliates

☐ Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

☐ Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Exclude future Affiliates

2. *Contact information.*

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at https://www.microsoft.com/licensing/servicecenter.

a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* City of Santa Fe
Contact name* **First** Joshua **Last** Elicio
Contact email address* juelicio@ci.santa-fe.nm.us
Street address* 200 Lincoln Avenue
City* Santa Fe
State/Province* NM
Postal code* 87501-0909-
(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* (505) 955-5576
Tax ID
** indicates required fields*

b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Servies, including adding or reassigning Licenses and stepping-up prior to a true-up order.

☐ Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name* **First** Bill **Last** Smith
Contact email address* wfsmith@santafenm.gov
Street address* 200 Lincoln Avenue
City* Santa Fe
State/Province* NM
Postal code* 87501-0909-
(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* 505-955-6527
Language preference. Choose the language for notices. English
☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.
** indicates required fields*

c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

☐ Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name*: First Bill **Last** Smith
Contact email address* wfsmith@santafenm.gov
Phone* 505-955-6527
☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.
** indicates required fields*

d. **Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* En Pointe Technologies Sales, LLC
Street address (PO boxes will not be accepted)* 18701 S. Figueroa St
City* Gardena
State/Province* CA
Postal code* 95818
Country* United States
Contact name* Software Admin
Phone* 508-203-3021
Contact email address* microsoftinfo@enpointe.com
** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* _____

Printed name* Steve DeAngelo
Printed title* operations specialist
Date* 11/2/18

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the

other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*

(i) Additional notices contact
(ii) Software Assurance manager
(iii) Subscriptions manager
(iv) Customer Support Manager (CSM) contact

3. Financing elections.

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Microsoft Enterprise Enrollment for O365 reseller is En Pointe a PCM Co.

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK
CC mtg. 11/14/18

APPROVED AS TO FORM:

11/15
11/11
ERIN MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

Citywide Business Units and line items

DocuSign Envelope ID: 0445D900-0226-4EF7-B9B7-734CA1B8B9E0

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
0000013787
Insight Public Sector, Inc.
2701 E. Insight Way
Chandler, AZ 85286
Contact: Molly Randol
Email: SLEDContracts@insight.com or molly.randol@insight.com
Telephone No.: (480) 366-7027

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:
As Requested

Price Agreement Number: **10-00000-20-00054AD**

Amendment No.: **One**

Term: **August 29, 2022 – April 24, 2027**

NASPO ValuePoint Link:
https://www.naspovaluepoint.org/portfolio/software-value-added-resellersvar/insight/

Procurement Specialist: **Vanessa LeBlanc** VL

Telephone No.: **(505) 629-9525**

Email: **Vanessa LeBlanc@state.nm.us**

Title: **Software Value Added Reseller (SVAR)**

This amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective immediately:

- **Update language regarding Oracle Software to the following: "*Orders of Oracle software programs and/or services and Oracle cloud services shall be governed by the terms and conditions of the applicable publisher that are available at https://www.ips.insight.com/nasposvar2022. The Oracle terms and conditions must take precedence for all matters pertaining to Oracle.*"**
- **Add the following language to the Statewide Price Agreement: *Every state agency, unless exempted from the authority of the State Purchasing Agent pursuant to Section 13-1-99 NMSA 1978, that utilizes this Statewide Price Agreement for professional services over $5,000 must process the professional services agreement template and accompanying documents through GSD's Contracts Review Bureau. If procuring goods only, no determination of service is required.***

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Valerie Paulk

Date: 9/13/2022

New Mexico State Purchasing Agent

x **This Agreement was signed on behalf of the State Purchasing Agent**

DocuSign

Certificate Of Completion

Envelope Id: 0445D90002264EF7B9B7734CA1B8B9E0
Status: Completed
Subject: Please DocuSign: 10-00000-20-00054AD A001
Source Envelope:
Document Pages: 1
Signatures: 1
Envelope Originator:
Certificate Pages: 5
Initials: 2
Vanessa LeBlanc
AutoNav: Enabled
13 Bataan Blvd
EnvelopeId Stamping: Enabled
Santa Fe, NM 87508
Time Zone: (UTC-07:00) Mountain Time (US & Canada)
Vanessa.LeBlanc@state.nm.us
IP Address: 98.60.102.6

Record Tracking

Status: Original
9/13/2022 2:26:22 PM
Holder: Vanessa LeBlanc
Vanessa.LeBlanc@state.nm.us
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: GSD
Location: DocuSign

Signer Events	Signature	Timestamp
Michael Saavedra Michael.Saavedra@state.nm.us New Mexico General Services Security Level: Email, Account Authentication (None)	MS Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 9/13/2022 2:27:37 PM Viewed: 9/13/2022 2:33:41 PM Signed: 9/13/2022 2:33:51 PM
Electronic Record and Signature Disclosure: Accepted: 6/4/2020 11:04:51 AM ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8		
Vanessa LeBlanc vanessa.leblanc@state.nm.us New Mexico General Services Security Level: Email, Account Authentication (None)	VL Signature Adoption: Pre-selected Style Using IP Address: 98.60.102.6	Sent: 9/13/2022 2:33:52 PM Viewed: 9/13/2022 2:34:32 PM Signed: 9/13/2022 2:34:34 PM
Electronic Record and Signature Disclosure: Accepted: 6/2/2020 7:02:26 AM ID: 174ce339-a45c-4eb9-8489-b3f5ced3d8e4		
Valerie Paulk valerie.paulk@state.nm.us Signed of Behalf of State Purchasing Agent New Mexico General Services Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None)	Valerie Paulk Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 9/13/2022 2:34:36 PM Viewed: 9/13/2022 2:37:55 PM Signed: 9/13/2022 2:38:10 PM
Electronic Record and Signature Disclosure: Accepted: 5/29/2020 9:40:59 AM ID: f12ca6d0-7cba-4de4-b58f-8180244887ff		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/13/2022 2:27:37 PM
Certified Delivered	Security Checked	9/13/2022 2:37:55 PM
Signing Complete	Security Checked	9/13/2022 2:38:10 PM
Completed	Security Checked	9/13/2022 2:38:10 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a $1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: *GSD.SPDinfo@state.nm.us*

G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a $1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to *GSD.SPDinfo@state.nm.us* and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:
https://support.docusign.com/guides/signer-guide-signing-system-requirements

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to "I agree to use electronic records and signatures," before you click "CONTINUE" within the DocuSign system.

By selecting the check-box next to "I agree to use electronic records and signatures," you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.

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State of New Mexico
General Services Department

Statewide Price Agreement Cover Page

Awarded Vendor:
0000013787
Insight Public Sector, Inc.
2701 E. Insight Way
Chandler, AZ 85286

Contact: Molly Randol
Email: SLEDContracts@insight.com or molly.randol@insight.com
Telephone No.: (480) 366-7027

Price Agreement Number: **10-00000-20-00054AD**

Payment Terms: **Net 30**

F.O.B.: **Destination**

Delivery: **As Requested**

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:
As Requested

VL

Procurement Specialist: **Vanessa LeBlanc**

Telephone No.: **(505) 629-9525**

Email: **Vanessa.LeBlanc@state.nm.us**

Title: **Software Value Added Reseller (SVAR)**

Term: **August 29, 2022 – April 24, 2027**

This Statewide Price Agreement is made subject to the "terms and conditions" as indicated on the attached Participating Addendum.

NASPO ValuePoint Link: https://www.naspovaluepoint.org/portfolio/software-value-added-reseller-svar/insight/

JDL

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NASPO ValuePoint
PARTICIPATING ADDENDUM

SOFTWARE VALUE ADDED RESELLER (SVAR)
LED BY THE STATE OF ARIZONA

Master Agreement #:	CTR060025
Contractor:	**Insight Public Sector**
Participating Entity:	**STATE OF NEW MEXICO**
New Mexico Statewide Price Agreement #:	10-00000-20-00054AD

This Participating Addendum is entered into by Contractor and Participating Entity (collectively, the "Parties").

Scope and Participation:

1. Scope:

   ☒ This Participating Addendum includes the entire scope of the products and services (including the General Software Category, Microsoft Software Category, and Oracle Software Category as outlined in Attachment A) available through the Master Agreement referenced above.

   Orders of Oracle software programs and/or services and Oracle cloud services shall be governed by the terms and conditions of the applicable publisher that are available at https://www.ips.insight.com/nasposvar2022

Any scope exclusions specified herein apply only to this Participating Addendum and shall not amend or affect other participating addendums or the Master Agreement itself.

2. Participation: This Participating Addendum covers participation of Participating Entity in the above-referenced Master Agreement between the State of Arizona and Contractor for Software Value Added Reseller (SVAR). This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Term:

   ☐ This Participating Addendum shall become effective as of the date of the last signature below and shall terminate upon the expiration or termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

   ☒ This Participating Addendum shall become effective as of the date of the last signature below and shall terminate on ***April 24, 2027***, unless terminated sooner or otherwise amended in accordance with the terms set forth herein. Notwithstanding the previous, in no event shall the term of the Participating Addendum exceed the term of the Master Agreement, as amended.

4. Primary Contacts: The following (or their named successors) are the primary contact individuals for this Participating Addendum:

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NASPO ValuePoint
PARTICIPATING ADDENDUM

SOFTWARE VALUE ADDED RESELLER (SVAR)
LED BY THE STATE OF ARIZONA

CONTRACTOR:

Name:	Brittany Dunaway
Address:	13755 Sunrise Valley Drive, Suite 750, Herndon, VA 20171
Telephone:	(480) 366 - 7029
Email:	SLEDcontracts@insight.com

PARTICIPATING ENTITY:

Name:	Mark Hayden, State Purchasing Director, State Purchasing Division
Address:	1100 St. Francis Dr., Room 2016, Santa Fe, NM 87505
Telephone:	(505) 827-0472
Email:	mark.hayden@state.nm.us
Name:	Mark Hayden, State Purchasing Director, State Purchasing Division

Participating Entity Modifications and Additions to the Master Agreement

☐ This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor.

☒ This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor, **subject to the following limitations, modifications, and additions:**

Any limitations, modifications, or additions specified herein apply only to the agreement and relationship between Participating Entity and Contractor and shall not amend or affect other participating addendums or the Master Agreement itself.

5. **Taxes:**
The Contractor shall be reimbursed by the Participating State for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Contractor by any authority. **PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONTRACTOR BY THE PARTICIPATING STATE.** The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).

Contractor and any and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the Participating State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

6. **Retainage:**

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Reserved

7. **Performance Bond:**
Reserved

8. **Term:**
THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE NEW MEXICO STATE PURCHASING AGENT, IF REQUIRED. This Agreement shall begin on a date approved by the New Mexico State Purchasing Agent, if the New Mexico State Purchasing Agent has signed this Agreement, and end on ***April 24, 2027***. The Participating State reserves the right to renew the contract on an annual basis by mutual Agreement not to exceed a total of 10 years in accordance with NMSA 1978 §13-1-150. Notwithstanding the previous in no event shall the term of the Participating Addendum exceed the term of the Master Agreement, as amended.

9. **Termination:**

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

B. Notice; Participating State Opportunity to Cure.

1. Except as otherwise provided in sub-paragraph A of this Clause and the Appropriations Clause of this Agreement, the Participating State shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give Participating State written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Participating State's material breaches of this Agreement upon which the termination is based and (ii) state what the Participating State must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Participating State 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 Participating State 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 provide the Goods or perform the Services contracted for, as determined by the Participating State; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the New Mexico State Purchasing Agent; or (iii) the Agreement is terminated pursuant to the Appropriations Clause of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Participating State'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 PARTICIPATING STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

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10. **Appropriations:**
The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Participating State to the Contractor. The Participating State's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Participating State 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.

11. **Status of Contractor:**
The Contractor and its agents and employees are independent contractors providing Goods and/or performing professional or general services for the Participating State and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. **Conflict of Interest; Governmental Conduct Act:**

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.

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. Without in any way limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Participating State employee while such employee was or is employed by the Participating State and participating directly or indirectly in the Participating State's contracting process;

2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the Participating State; (ii) the Contractor is not a member of the family of a public officer or employee of the Participating State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the Participating State, a member of the family of a public officer or employee of the Participating State, or a business in which a public officer or employee of the Participating State or the family of a public officer or employee of the Participating State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;

3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the Participating State

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within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the Participating State whose official act, while in the Participating State's employment, directly resulted in the Participating State's making this Agreement;

4) this Agreement complies with NMSA 1978, § 10-16-9(A)because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with NMSA 1978, § 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

6) in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Participating State.

C. Contractor's representations and warranties in paragraphs A and B of this Clause are material representations of fact upon which the Participating State relied when this Agreement was entered into by the Parties. Contractor shall provide immediate written notice to the Participating State 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 Clause 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 Clause 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 Participating State and notwithstanding anything in the Agreement to the contrary, the Participating State may immediately terminate the Agreement.

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

13. **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 Participating State 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 the Terminations Clause of this Agreement, or to agree to the reduced funding.

14. **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 Agreement or understanding, oral or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Agreement.

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15. **Penalties for violation of law:**
The Procurement Code, NMSA 1978 §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for violation of the statute. In addition, the New Mexico criminal statutes impose felony penalties for illegal acts, including bribes, gratuities and kickbacks.

16. **Equal Opportunity Compliance:**
The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this 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.

17. **Workers Compensation:**
The Contractor agrees to comply with the Participating State's 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 Participating State.

18. **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.

19. **Records and Financial Audit:**
The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Participating State, including the New Mexico Department of Finance and Administration and the New Mexico State Auditor. The Participating State shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Participating State to recover excessive or illegal payments.

20. **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.

21. **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.

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22. **Non-Collusion:**
In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the Participating State.

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

To the Participating State:

Name:	Mark Hayden, State Purchasing Director, State Purchasing Division
Address:	1100 St. Francis Dr., Room 2016, Santa Fe, NM 87505
Telephone:	(505) 827-0472
Email:	mark.hayden@state.nm.us

To the Contractor:

Name:	Insight Public Sector, Inc.
Address:	13755 Sunrise Valley Drive, Suite 750, Herndon, VA 20171
Telephone:	(480) 366 - 7029
Contact:	Brittany Dunaway
Email:	SLEDcontracts@insight.com

24. **Succession:**
This Agreement shall extend to and be binding upon the successors and assigns of the Parties.

25. **Headings:**
Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

26. **Default/Breach:**
In case of Default and/or Breach by the Contractor, for any reason whatsoever, the Purchasing Entity and the State of New Mexico may procure the Goods or Services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the Purchasing Entity and the State of New Mexico may also seek all other remedies under the terms of this Agreement and under law or equity.

27. **Equitable Remedies:**
Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the Participating State irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the Participating State, and the Contractor consents to the Participating State's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. Participating State's rights to obtain equitable relief pursuant to this

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Agreement shall be in addition to, and not in lieu of, any other remedy that the Participating State may have under applicable law, including, but not limited to, monetary damages.

28. **New Mexico Employees Health Coverage:**

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of this Agreement, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the Agreement, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the Participating State exceed $250,000 dollars.

B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the Participating State.

C. Contractor agrees to advise all employees of the availability of Participating State's publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: https://bewellnm.com.

29. **Indemnification:**

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

30. **Default and Force Majeure:**

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

31. **Assignment:**

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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 Participating State.

32. **Subcontracting:**
The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Participating State. 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 Participating State.

33. **Inspection of Plant:**
The Participating State 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 Agreement.

34. **Commercial Warranty:**
The Contractor agrees that the Goods and/or Services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such Goods and/or Services, and that the rights and remedies provided herein shall extend to the Participating State and are in addition to and do not limit any rights afforded to the Participating State by any other Clause of this Agreement or order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

35. **Condition of Proposed Items:**
Where Goods are a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified in the Participating Addendum.

36. **Release:**
Final payment of the amounts due under this Agreement shall operate as a release of the Participating State, its officers and employees and Procuring Entity from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

37. **Confidentiality:**
Any Confidential Information provided to the Contractor by the Participating State or, developed by the Contractor based on information provided by the Participating State 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 the prior written approval of the Participating State. Upon termination of this Agreement, Contractor shall deliver all Confidential Information in its possession to the Participating State within thirty (30) Business Days of such termination. Contractor acknowledges that failure to deliver such Confidential Information to the Participating State will result in direct, special and incidental damages.

38. **Contractor Personnel:**

A. Key Personnel. Contractor's key personnel shall not be diverted from this Agreement without the prior written approval of the Participating State. Key personnel are those individuals considered by the Participating State to be mandatory to the work to be performed under this Agreement. Key personnel shall be:

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Contract Administration Britany Dunaway SLEDcontracts@insight.com 480.366.7029
Reporting Virginia Mace sledreporting@insight.com 480.333.3068
Sales/Quotes Sergio Torrez Sergio.Torrez@insight.com 505.318.3071

B. Personnel Changes. Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification and shall be approved by the Participating State. For all personnel, the Participating State reserves the right to require submission of their resumes prior to approval. If the number of Contractor's personnel assigned to the Agreement is reduced for any reason, Contractor shall, within ten (10) Business Days of the reduction, replace with the same or greater number of personnel with equal ability, experience, and qualifications, subject to the Participating State's approval. The Participating State, in its sole discretion, may approve additional time beyond the ten (10) Business Days for replacement of personnel. The Contractor shall include status reports of its efforts and progress in finding replacements and the effect of the absence of the personnel on the progress of the Agreement. The Contractor shall also make interim arrangements to assure that the Agreement progress is not affected by the loss of personnel. The Participating State reserves the right to require a change in Contractor's personnel if the assigned personnel are not, in the sole opinion of the Participating State, meeting the Participating State's expectations.

39. **Incorporation by Reference and Precedence:**
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) this Participating Addendum; (2) the Master Lease Agreement, if applicable; and (3) the NASPO ValuePoint Master Agreement.

40. **Inspection:**
If this Agreement is for the purchase of Goods, final inspection and acceptance shall be made at Destination. Goods 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.

41. **Inspection of Services:**
If this Agreement is for the purchase of services, the following terms shall apply.

A. Services, as used in this Clause, 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 Participating State covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Participating State during the term of performance of this Agreement and for as long thereafter as the Agreement requires.
C. The Participating State 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 Participating State shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.
D. If the Participating State 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

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increase in Agreement price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

E. If any part of the services do not conform with the requirements of this Agreement, the Participating State may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in Agreement amount. When the defects in services cannot be corrected by re-performance, the Participating State 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 Agreement price to reflect the reduced value of the services performed.

F. 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 Participating State may:
(1) by Agreement or otherwise, perform the services and charge to the Contractor any cost incurred by the Participating State that is directly related to the performance of such service; or
(2) terminate the Agreement for default.

THE PROVISIONS OF THIS CLAUSE ARE NOT EXCLUSIVE AND DO NOT WAIVE THE STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

42. **Insurance:**
If the Services contemplated under this Agreement will be performed on or in Participating State facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the State of New Mexico, General Services Department or other party to this Agreement as additional insured.

A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: $100,000.
B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this Agreement). Limits shall not be less than the following:
    a. Bodily injury: $1,000,000 per person /$1,000,000 per occurrence.
    b. Property damage or combined single limit coverage: $1,000,000.
    c. Automobile liability (including non-owned automobile coverage): $1,000,000.
    d. Umbrella: $1,000,000.
C. Contractor shall maintain the above insurance for the term of this Agreement and name the State of New Mexico, General Services Department or other party to this Agreement 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.

43. **Arbitration:**
Any controversy or claim arising between the Parties shall be settled by arbitration pursuant to NMSA 1978 § 44-7A-1 *et seq.*

44. **New Mexico Administration Reporting:**
All contracts and Purchase Orders arising out of this agreement shall be deemed to include an

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Administrative Fee assessment at the rate of **one percent (1.00 %)** for the gross total sales and other revenues (including commissions and fees charged). This assessment shall apply to all New Mexico state agencies and local public bodies. "Gross total sales" means any invoiced amount less any applicable state and local taxes. The Contractor agrees to provide a utilization report on all sales/or services and other revenues (including commissions charged) and fees to the agreement administrator in accordance with the following schedule:

Quarter:	Period Ending:	Report Due Date:
First	September 30	October 30
Second	December 31	January 31
Third	March 31	April 30
Fourth	June 30	July 31

The sales report shall include the gross total sales and other revenues including commissions charged for the period subtotaled by Procuring Agency or local public body name. Even if the Contractor experiences zero sales during the quarter, a report shall still be submitted. Reports and Administrative Fee shall be due no later than thirty (30) days following the end of the quarter. Only submit one payment and one report for each quarter, do not combine payments or reports.

Sample Reports can be found at:
http://www.generalservices.state.nm.us/statepurchasing/resourcesandinformation.aspx#Vendors

Email completed reports to: GSD.QuarterlyUsageR@state.nm.us

For questions regarding the Administrative Fees and Quarterly Sales Reports contact the Compliance Officer Amber Sanchez at Amber.Sanchez2@state.nm.us or (505) 469-2679 or (505) 795-4512

45. **Fees**:
The Contractor agrees to remit an administrative reporting fee payable by check to the State Purchasing Division for an amount equal to **one percent (1.00 %)** of the total sales and other revenues, less interchange and merchant fees, derived from the New Mexico state agencies and local public bodies. The Contractor shall indicate the contract number ***10-00000-20-00054AD*** and include the remittance check with the quarterly sales report.

Remit Checks to: State Purchasing Division
1100 St. Francis Drive, Room 2016
PO Box 6850
Santa Fe, NM 87505
Attn: Compliance Officer

46. **Lease Agreements:**
Reserved

47. **Subcontractors:**
All Contactors, Authorized Dealers, and resellers authorized in the State of New Mexico, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The Contractor's dealer participation will be in accordance with the terms and conditions set forth in this Participating Addendum and the aforementioned Master Agreement.

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48. **Orders:**
Any order placed by Participating Entity or a Purchasing Entity for a product or service offered through this Participating Addendum shall be deemed to be a sale under, and subject to the pricing and other terms and conditions of, the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to the order.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

PARTICIPATING ENTITY	**CONTRACTOR**
Signature: Valerie Paulk X This is signed on behalf of the State Purchasing Agent	Signature:
Name: Valerie Paulk	Name: Scott Friedlander
Title: State Purchasing Agent	Title: President of Insight Public Sector, Inc.
Date: 8/29/2022	Date: 8/29/2022

For questions regarding NASPO ValuePoint Participating Addendums, please contact the Cooperative Contract Coordinator team at info@naspovaluepoint.org.

Fully executed NASPO ValuePoint Participating Addendums must be submitted via email in PDF format to pa@naspovaluepoint.org.

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INSIGHT PUBLIC SECTOR NASPO VALUEPOINT SOFTWARE VALUE-ADDED RESELLER (SVAR)
STATE OF ARIZONA CONTRACT #CTR060025
ALL PUBLISHERS EXCEPT MICROSOFT AND ORACLE

	PUBLISHERS	MAXIMUM MARKUP ON RESELLER'S INVOICED COST
	Tier I Publishers (Key Itemized Publishers)	
1	ADOBE	2.00%
2	CA TECHNOLOGIES (acquired by Broadcom)	2.00%
3	CISCO	1.95%
4	COMMVAULT	1.95%
5	IBM	2.00%
6	RED HAT	1.95%
7	SPLUNK	2.00%
8	TABLEAU	2.00%
9	VEEAM	1.95%
10	VMWARE	1.95%
	Tier II Publishers (Other Itemized Publishers)	
11	AUTODESK	2.50%
12	BARRACUDA NETWORKS	2.50%
13	BMC SOFTWARE	2.25%
14	CHECK POINT SOFTWARE	2.50%
15	CHERWELL	2.25%
16	CITRIX	2.25%
17	CHATSWORTH PRODUCTS (CPI)	2.25%
18	CROWDSTRIKE	2.25%
19	DELL	2.25%
20	DELPHIX	2.25%
21	DOCUSIGN	2.50%
22	DYNATRACE	2.50%
23	FORCEPOINT	2.50%
24	FORTINET	2.25%
25	GOOGLE	2.25%
26	INFORMATICA	2.50%
27	IVANTI	2.50%
28	KNOWBE4	2.50%
29	MCAFEE	2.25%
30	MICRO FOCUS	2.50%
31	MULESOFT	2.25%
32	NETMOTION	2.50%
33	OKTA	2.25%
34	OPENTEXT	2.50%
35	PROGRESS SOFTWARE	2.50%
36	PROOFPOINT	2.25%
37	QUEST SOFTWARE	2.50%
38	RAPID7	2.50%
39	RSA SECURITY	2.50%
40	SALESFORCE	2.50%
41	SAP	2.50%
42	SOLARWINDS	2.50%
43	SOPHOS	2.50%
44	SPILLMAN (acquired by Motorola Solutions)	2.25%
45	SYMANTEC (acquired by Broadcom)	2.50%
46	TENABLE	2.50%
47	TREND MICRO	2.50%
48	VARONIS	2.50%
49	VERITAS	2.25%
50	ZOHO	2.50%

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INSIGHT PUBLIC SECTOR NASPO VALUEPOINT SOFTWARE VALUE-ADDED RESELLER (SVAR)
STATE OF ARIZONA CONTRACT #CTR060025
ALL PUBLISHERS EXCEPT MICROSOFT AND ORACLE

	PUBLISHERS	MAXIMUM MARKUP ON RESELLER'S INVOICED COST
	Non-itemized Publishers	
51	All other publishers	4.75%
		HOURLY RATE
52	**Reseller Services**	
53	- Asset management	$200.00
54	- Solutions architect	$209.00
55	- Senior solutions architect	$265.00
56	- Program engagement manager	$232.00
57	- Project leader	$127.00
58	- Project manager	$209.00
59	- Senior project manager	$220.00
60	All other in-scope reseller services (Connected Workforce / Cloud + Data Center Transformation)	$284.00

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INSIGHT PUBLIC SECTOR NASPO VALUEPOINT SOFTWARE VALUE-ADDED RESELLER (SVAR)
STATE OF ARIZONA CONTRACT #CTR060025
OPTIONAL SERVICES FOR ALL PUBLISHERS EXCEPT MICROSOFT AND ORACLE

	OPTIONAL SERVICES	MAXIMUM MARKUP ON RESELLER'S INVOICED COST
	Optional Discount- and/or Markup-based Services	
1	None	
2		
3		
4		
5		
		HOURLY RATE
	Optional Fixed Rate-based Services	
6	**Digital Innovation: UX/Visual/Product**	
7	Creative Director	$325.00
8	Principal Designer	$300.00
9	Associate Creative Director	$300.00
10	Design Manager	$275.00
11	Product Manager	$275.00
12	Senior Designer	$250.00
13	Senior Business Analyst	$250.00
14	Designer	$225.00
15	Business Analyst	$225.00
16	Associate Designer	$190.00
17	Associate Business Analyst	$190.00
	Digital Innovation: PM	
18	Services Manager	$325.00
19	Program Manager	$250.00
20	Project Manager	$225.00
21	Project Coordinator	$190.00
	Digital Innovation: Technology	
22	Principal/Chief Architect	$325.00
23	Senior Architect	$300.00
24	Managing Architect	$300.00
25	Architect	$275.00
26	Senior Software Engineer	$250.00
27	Software Engineer	$225.00
28	Associate Software Engineer	$190.00

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INSIGHT PUBLIC SECTOR NASPO VALUEPOINT SOFTWARE VALUE-ADDED RESELLER (SVAR)
STATE OF ARIZONA CONTRACT #CTR060025
MICROSOFT

	SUBCATEGORY	MAXIMUM MARKUP ON RESELLER'S INVOICED COST (may be negative if sold at loss)
	Itemized Microsoft Offerings	
1	EMS E5	1.65%
2	G1	1.65%
3	G2	1.65%
4	G3	1.65%
5	G5	1.65%
6	Govt E4	1.65%
7	Advanced Threat Protection	1.65%
8	Power BI	1.65%
9	Exchange Online	1.65%
10	Kiosk F3 Now	1.65%
11	Dynamics	1.65%
12	PowerApps	1.65%
13	Project Online	1.65%
14	Azure	1.65%
	All Other Microsoft Offerings	
15	SaaS	1.65%
16	On-Premise	1.65%
	Resold In-scope Professional Services	
17	- Ongoing maintenance & support services not included in software license agreement	1.65%
18	- Deployment services	1.65%
19	- Architectural design services	1.65%
20	- Training deployment services	1.65%
21	All other resold in-scope professional services	1.65%
		HOURLY RATE
	In-scope Reseller Services	
22	- Asset management	$200.00
23	- Solutions architect	$209.00
24	- Senior solutions architect	$265.00
25	- Program engagement manager	$232.00
26	- Project leader	$127.00
27	- Project manager	$209.00
28	- Senior project manager	$220.00
29	All other in-scope reseller services (Connected Workforce / Cloud + Data Center Transformation)	$284.00

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INSIGHT PUBLIC SECTOR NASPO VALUEPOINT SOFTWARE VALUE-ADDED RESELLER (SVAR)
STATE OF ARIZONA CONTRACT #CTR060025
OPTIONAL SERVICES FOR MICROSOFT

	OPTIONAL SERVICES	MAXIMUM MARKUP ON RESELLER'S INVOICED COST
	Optional Discount- and/or Markup-based Services	
1	Cloud Solution Provider (CSP) Program	16.00%
2		
3		
4		
5		
		HOURLY RATE
	Optional Fixed Rate-based Services	
6	**Digital Innovation: UX/Visual/Product**	
7	Creative Director	$325.00
8	Principal Designer	$300.00
9	Associate Creative Director	$300.00
10	Design Manager	$275.00
11	Product Manager	$275.00
12	Senior Designer	$250.00
13	Senior Business Analyst	$250.00
14	Designer	$225.00
15	Business Analyst	$225.00
16	Associate Designer	$190.00
17	Associate Business Analyst	$190.00
	Digital Innovation: PM	
18	Services Manager	$325.00
19	Program Manager	$250.00
20	Project Manager	$225.00
21	Project Coordinator	$190.00
	Digital Innovation: Technology	
22	Principal/Chief Architect	$325.00
23	Senior Architect	$300.00
24	Managing Architect	$300.00
25	Architect	$275.00
26	Senior Software Engineer	$250.00
27	Software Engineer	$225.00
28	Associate Software Engineer	$190.00

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INSIGHT PUBLIC SECTOR NASPO VALUEPOINT SOFTWARE VALUE-ADDED RESELLER (SVAR)
STATE OF ARIZONA CONTRACT #CTR060025
ORACLE

	SUBCATEGORY	MAXIMUM MARKUP ON RESELLER'S INVOICED COST
	Oracle Offerings	
1	SaaS	2.95%
2	On-Premise	2.95%
	Resold In-scope Professional Services	
3	- Ongoing maintenance & support services not included in software license agreement	2.95%
4	- Deployment services	2.95%
5	- Architectural design services	2.95%
6	- Training deployment services	2.95%
7	All other resold in-scope professional services	2.95%
		HOURLY RATE
	In-scope Reseller Services	
8	- Asset management	$200.00
9	- Solutions architect	$209.00
10	- Senior solutions architect	$265.00
11	- Program engagement manager	$232.00
12	- Project leader	$127.00
13	- Project manager	$209.00
14	- Senior project manager	$220.00
15	All other in-scope reseller services (Connected Workforce / Cloud + Data Center Transformation)	$284.00

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INSIGHT PUBLIC SECTOR NASPO VALUEPOINT SOFTWARE VALUE-ADDED RESELLER (SVAR)
STATE OF ARIZONA CONTRACT #CTR060025
OPTIONAL SERVICES FOR ORACLE

	OPTIONAL SERVICES	MAXIMUM MARKUP ON RESELLER'S INVOICED COST
	Optional Discount- and/or Markup-based Services	
1	None	
2		
3		
4		
5		
		HOURLY RATE
	Optional Fixed Rate-based Services	
6	**Digital Innovation: UX/Visual/Product**	
7	Creative Director	$325.00
8	Principal Designer	$300.00
9	Associate Creative Director	$300.00
10	Design Manager	$275.00
11	Product Manager	$275.00
12	Senior Designer	$250.00
13	Senior Business Analyst	$250.00
14	Designer	$225.00
15	Business Analyst	$225.00
16	Associate Designer	$190.00
17	Associate Business Analyst	$190.00
	Digital Innovation: PM	
18	Services Manager	$325.00
19	Program Manager	$250.00
20	Project Manager	$225.00
21	Project Coordinator	$190.00
	Digital Innovation: Technology	
22	Principal/Chief Architect	$325.00
23	Senior Architect	$300.00
24	Managing Architect	$300.00
25	Architect	$275.00
26	Senior Software Engineer	$250.00
27	Software Engineer	$225.00
28	Associate Software Engineer	$190.00

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Santa Fe, NM 87508
Vanessa.LeBlanc@state.nm.us
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Scott Friedlander Scott.friedlander@insight.com Insight Public Senior Vice President Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 8/29/2022 9:00:56 AM ID: 1a75860d-349c-423b-8429-0952c24b1716	 Signature Adoption: Drawn on Device Using IP Address: 71.163.95.251 Signed using mobile	Sent: 8/29/2022 8:59:49 AM Viewed: 8/29/2022 9:00:56 AM Signed: 8/29/2022 9:01:14 AM
Vanessa LeBlanc vanessa.leblanc@state.nm.us New Mexico General Services Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/2/2020 7:02:26 AM ID: 174ce339-a45c-4eb9-8489-b3f5ced3d8e4	 Signature Adoption: Pre-selected Style Using IP Address: 98.60.102.6	Sent: 8/29/2022 8:59:48 AM Viewed: 8/29/2022 9:00:16 AM Signed: 8/29/2022 9:00:20 AM
Valerie Paulk valerie.paulk@state.nm.us Signed of Behalf of State Purchasing Agent New Mexico General Services Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:**	 Signature Adoption: Pre-selected Style Using IP Address: 67.0.254.210 Signed using mobile	Sent: 8/29/2022 9:01:16 AM Viewed: 8/29/2022 9:01:50 AM Signed: 8/29/2022 9:02:12 AM

Signer Events	Signature	Timestamp
Accepted: 5/29/2020 9:40:59 AM ID: f12ca6d0-7cba-4de4-b58f-8180244887ff		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/29/2022 8:58:33 AM
Certified Delivered	Security Checked	8/29/2022 9:01:50 AM
Signing Complete	Security Checked	8/29/2022 9:02:12 AM
Completed	Security Checked	8/29/2022 9:02:12 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a $1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: *GSD.SPDinfo@state.nm.us*

G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a $1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to *GSD.SPDinfo@state.nm.us* and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:
https://support.docusign.com/guides/signer-guide-signing-system-requirements

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to "I agree to use electronic records and signatures," before you click "CONTINUE" within the DocuSign system.

By selecting the check-box next to "I agree to use electronic records and signatures," you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.

Insight PUBLIC SECTOR

City of Santa Fe

Quotation: 0925-City of Santa FeV2-MSEA-DSG
Date: November 4, 2025
Enrollment: 81524089
Contract: CTR060025 / 10-00000-20-00054AD

Subscription Start Date: **1/1/2026**
Subscription End Date: **12/31/2028**

Year One: 12 Months

Part Number	Item Name	Level	Purchase Period	Pool	Product Type	Quantity	Term Price	Extended Price
Enterprise Products								
AAL-45735	M365 G5 GCC Sub Per User	D	Non-Specific	Servers	Monthly Subscriptions-VolumeLicense	2000	$611.85	$ 1,223,700.00
Additional Products								
PEY-00002	GitHub Enterprise Sub Per User	D	Non-Specific	Applications	Monthly Subscriptions-VolumeLicense	25	$191.63	$ 4,790.75
7MS-00001	Planner & Project P3 GCC Sub Per User	D	Non-Specific	Servers	Monthly Subscriptions-VolumeLicense	20	$273.72	$ 5,474.40
WFK-00004	Teams Premium GCC Sub Per User	D	Non-Specific	Servers	Monthly Subscriptions-VolumeLicense	100	$121.98	$ 12,198.00
KXJ-00001	Teams Shared Devices GCC Sub Per Device	D	Non-Specific	Servers	Monthly Subscriptions-VolumeLicense	100	$72.94	$ 7,294.00
P3U-00001	Visio P2 GCC Sub Per User	D	Non-Specific	Applications	Monthly Subscriptions-VolumeLicense	50	$136.86	$ 6,843.00
						12 Month Subtotal:		$ 1,260,300.15
						Tax 8.1875%:		$ 103,187.07
						12 Month Total:		$ 1,363,487.22

Year Two: 12 Months

Part Number	Item Name	Level	Purchase Period	Pool	Product Type	Quantity	Term Price	Extended Price
Enterprise Products								
AAL-45735	M365 G5 GCC Sub Per User	D	Non-Specific	Servers	Monthly Subscriptions-VolumeLicense	2000	$611.85	$ 1,223,700.00
Additional Products								
PEY-00002	GitHub Enterprise Sub Per User	D	Non-Specific	Applications	Monthly Subscriptions-VolumeLicense	25	$191.63	$ 4,790.75
7MS-00001	Planner & Project P3 GCC Sub Per User	D	Non-Specific	Servers	Monthly Subscriptions-VolumeLicense	20	$273.72	$ 5,474.40
WFK-00004	Teams Premium GCC Sub Per User	D	Non-Specific	Servers	Monthly Subscriptions-VolumeLicense	100	$121.98	$ 12,198.00
KXJ-00001	Teams Shared Devices GCC Sub Per Device	D	Non-Specific	Servers	Monthly Subscriptions-VolumeLicense	100	$72.94	$ 7,294.00
P3U-00001	Visio P2 GCC Sub Per User	D	Non-Specific	Applications	Monthly Subscriptions-VolumeLicense	50	$136.86	$ 6,843.00
						12 Month Subtotal:		$ 1,260,300.15
						Tax 8.1875%:		$ 103,187.07
						12 Month Total:		$ 1,363,487.22

Year Three: 12 Months

Part Number	Item Name	Level	Purchase Period	Pool	Product Type	Quantity	Term Price	Extended Price
Enterprise Products								
AAL-45735	M365 G5 GCC Sub Per User	D	Non-Specific	Servers	Monthly Subscriptions-VolumeLicense	2000	$611.85	$ 1,223,700.00
Additional Products								
PEY-00002	GitHub Enterprise Sub Per User	D	Non-Specific	Applications	Monthly Subscriptions-VolumeLicense	25	$191.63	$ 4,790.75
7MS-00001	Planner & Project P3 GCC Sub Per User	D	Non-Specific	Servers	Monthly Subscriptions-VolumeLicense	20	$273.72	$ 5,474.40
WFK-00004	Teams Premium GCC Sub Per User	D	Non-Specific	Servers	Monthly Subscriptions-VolumeLicense	100	$121.98	$ 12,198.00
KXJ-00001	Teams Shared Devices GCC Sub Per Device	D	Non-Specific	Servers	Monthly Subscriptions-VolumeLicense	100	$72.94	$ 7,294.00
P3U-00001	Visio P2 GCC Sub Per User	D	Non-Specific	Applications	Monthly Subscriptions-VolumeLicense	50	$136.86	$ 6,843.00
						12 Month Subtotal:		$ 1,260,300.15
						Tax 8.1875%:		$ 103,187.07
						12 Month Total:		$ 1,363,487.22
						36 Month Total:		$ 4,090,461.67

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/14/2025

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

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

PRODUCER
MARSH USA LLC.
2325 E. Camelback Road
Suite 600
Phoenix, AZ 85016
Attn: Phoenix.CertRequest@marsh.com
CN101234622-STND-GAUW-25-26

CONTACT NAME: Kenneth Chau
PHONE (A/C, No, Ext): 213-346-5000 **FAX (A/C, No):** 213-346-5935
E-MAIL ADDRESS: Phoenix.CertRequest@Marsh.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Great Northern Insurance Company	20303
INSURER B : Federal Insurance Company	20281
INSURER C : Sentry Insurance Company	24988
INSURER D : Sentry Casualty Company	28460
INSURER E :	
INSURER F :	

INSURED
Insight Enterprises, Inc
Insight Public Sector, Inc.
2701 E. Insight Way
Chandler, AZ 85286

COVERAGES **CERTIFICATE NUMBER:** LOS-002660672-09 **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: X POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X	X	3606-77-62	04/15/2025	04/15/2026	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 X OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	X	X	7362-08-62	04/15/2025	04/15/2026	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 [ ] RETENTION $			7819-44-10	04/15/2025	04/15/2026	EACH OCCURRENCE AGGREGATE	$ $	1,000,000 1,000,000
C D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	90-05749-001 (AOS) 90-05749-002 (MA,WI,HI)	04/15/2025 04/15/2025	04/15/2026 04/15/2026	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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Santa Fe their officials, officers, employees, and agents are included as additional insured (except workers' compensation) where required by written contract. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions.

CERTIFICATE HOLDER
City of Santa Fe
200 Lincoln Ave
Santa Fe, NM 87501

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
Marsh USA LLC

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Form **W-9**
(Rev. March 2024)
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.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Insight Public Sector Inc.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

2701 E. Insight Way

6 City, state, and ZIP code

Chandler AZ 85286

Requester's name and address (optional)

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. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

3	6	–	3	9	4	9	0	0	0

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 Pamela Mann Date 01/01/2025

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*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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-NEC (nonemployee compensation).
- 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), and 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.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);

2. Certify that you are not subject to backup withholding; or

3. Claim exemption from backup withholding if you are a U.S. exempt payee; and

4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and

5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;

2. You do not certify your TIN when required (see the instructions for Part II for details);

3. The IRS tells the requester that you furnished an incorrect TIN;

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or

5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2—The United States or any of its agencies or instrumentalities.

3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5.[2]
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

CHANDLER, JOSHUA L. (Contractor)

From: CANDELARIA, ERIC D.
Sent: Tuesday, November 25, 2025 2:10 PM
To: SCOTT, MARK A.; CHANDLER, JOSHUA L. (Contractor)
Cc: SENA, BERNICE M.; CONNER, KAYLA M.; GOMEZ, ERIN A.; VIGIL, XAVIER I.; TAPIA, ERMINIA M.
Subject: Re: Emergency Approval Request -

Thank you Mark!!

Thank you,

Eric Candelaria
Director, Information Technology & Telecommunications
Mouton Hall, Midtown
Santa Fe, NM 87504
Cell – 505.470.5963
edcandelaria@santafenm.gov

From: SCOTT, MARK A. <mscott@santafenm.gov>
Sent: Tuesday, November 25, 2025 2:08:16 PM
To: CHANDLER, JOSHUA L. (Contractor) <jlchandler@santafenm.gov>
Cc: SENA, BERNICE M. <bmsena@santafenm.gov>; CANDELARIA, ERIC D. <edcandelaria@santafenm.gov>; CONNER, KAYLA M. <kmconner@santafenm.gov>; GOMEZ, ERIN A. <eagomez@santafenm.gov>; VIGIL, XAVIER I. <xivigil@santafenm.gov>; TAPIA, ERMINIA M. <emtapia@santafenm.gov>
Subject: Re: Emergency Approval Request -

I approve of the expedited process.

Mark Scott

Get Outlook for iOS

From: CHANDLER, JOSHUA L. (Contractor) <jlchandler@santafenm.gov>
Sent: Tuesday, November 25, 2025 10:22:47 AM
To: SCOTT, MARK A. <mscott@santafenm.gov>
Cc: SENA, BERNICE M. <bmsena@santafenm.gov>; CANDELARIA, ERIC D. <edcandelaria@santafenm.gov>; CONNER, KAYLA M. <kmconner@santafenm.gov>; GOMEZ, ERIN A. <eagomez@santafenm.gov>; VIGIL, XAVIER I. <xivigil@santafenm.gov>; TAPIA, ERMINIA M. <emtapia@santafenm.gov>
Subject: Emergency Approval Request -

Good morning Mark,

The ITT Department respectfully requests your approval to expedite Insight (Microsoft 365) Amendment 4 through an abbreviated committee review process.

REQUEST: We are seeking approval to present Insight (Microsoft 365) Amendment 4 to only two committees:

- Finance Committee (12/08/2025)
- Governing Body (12/10/2025)

JUSTIFICATION: This request requires expedited processing due to the urgent nature of the renewal of our Microsoft 365 software which is used citywide.
We appreciate your consideration of this time-sensitive matter and are available to provide any additional information you may require.

Requested Action: Please approve the abbreviated committee review process for Insight (Microsoft 365) Amendment 4.

Thank you,
Joshua Love Chandler
Contract Administrator
ITT Department/Mouton Hall
OFFICE: 505-955-5519
WORK CELL: 505-629-7314
Email: jlchandler@santafenm.gov

CITY OF SANTA FE
INFORMATION & TECHNOLOGY

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CITY OF SANTA FE

The Purchasing Memo

Date: November 26, 2025

To: Mayor Alan M. Webber, Governing Body and Finance Committee

From: Carly Venditti, Metropolitan Redevelopment Agency, Asset Development Manager CAV

Via: Mark Scott, Metropolitan Redevelopment Agency, Interim Director MS Mark Scott

Subject: Request for Approval of an Exclusive Negotiation Agreement for Midtown Parcel H-1a

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ITEM AND ISSUE:

The Metropolitan Redevelopment Agency, Asset Development, respectfully requests your review and approval of an Exclusive Negotiation Agreement to negotiate the sale of Midtown Tracts H-1a to Integral Design and Development LLC. ("Offeror") for development as a mixed-use development. Offeror will deposit $10,000.00 (Ten Thousand Dollars) within 5 (five) business days of the Effective Date of this Agreement, (Carly Venditti, Asset Development Manager, cavenditti@santafen.gov).

BACKGROUND AND SUMMARY:

On March 21, 2025, the Governing Body unanimously approved the sale of real property located at 1600 Saint Michael's Drive, part of the Midtown Redevelopment Site, through direct disposition, in accordance with Resolution 2021-16. This resolution, which is attached for reference, outlines the City's strategy for the disposition of property valued over $25,000.

Approval of this public announcement enables the Metropolitan Redevelopment Agency (MRA) to move forward with the implementation of both the Midtown Master Plan and the Midtown Community Development Plan, collectively referred to as the Midtown Redevelopment Plans.

The MRA initiated a 77-day solicitation period beginning April 4, 2025, and concluding June 20, 2025, during which it received six development proposals. These proposals were evaluated based on criteria established in the Midtown Master Plan and Community Development Plan, as adopted by Resolution 2022-12. The Metropolitan Redevelopment Agency requests the ability to enter into an Exclusive Negotiation Agreement with Integral Design and Development LLC.

If approved, this Exclusive Negotiation Agreement will authorize Integral Design and Development LLC. to work in partnership with the MRA to develop a Disposition and Development Agreement (DDA) for the final transfer of the property. The Integral Design and Development LLC will also be required to comply with the City of Santa Fe Land Use Code, as well as all applicable local, state, and federal regulations.

Future land use, development standards, and other terms will be formalized through Disposition Agreements. The City retains the authority to apply Deed Restrictions, Covenants, Conditions, and Restrictions (CCRs) to ensure alignment with policy objectives when disposing of property via sale, exchange, or donation. In cases of ground lease disposition, the City may use lease terms to similarly guide land use and policy compliance, while supporting the developer's ability to secure financing.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Munis Org Name/Number: Economic Development/2120128

Munis Object Name/Number: Legal Contract/510200

Budget Officer / Designee: Andy Hopkins **Date:** 11/26/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-98, Exempt

Real Property is exempt from Procurement.

Chief Procurement Officer (CPO)/Designee: N/A - Exempt **Date:** _____

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ **Yes** | ☒ **No**

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

Comment/Exceptions: _____

Treasury/Point of Sale Components included? ☐ **Yes** | ☒ **No**

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

Comment/Exceptions: _____

Vehicles included? ☐ **Yes** | ☒ **No**

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

Is this an externally funded purchase? ☐ **Yes** | ☒ **No**

If yes, what is the issuing agency: _____

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

Comment/Exceptions: _____

Is this a Capital Asset or Project? ☐ **Yes** | ☒ **No**

Project Ledger Number: _____

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

Comment/Exceptions: _____

ATTACHMENTS:

Exclusive Negotiation Agreement
Resolution
Real Property Determination

CITY OF SANTA FE
METROPOLITAN REDEVELOPMENT AGENCY
EXCLUSIVE NEGOTIATION AGREEMENT
CITY-OWNED PROPERTY AT THE MIDTOWN SITE

This Exclusive Negotiation Agreement (the "ENA" or "Agreement") is entered this ___ day of —---------- ❖2025 (by and between the following: the CITY OF SANTA FE, a municipality chartered under the laws of New Mexico ("City" or "Owner") and INTEGRAL DESIGN AND DEVELOPMENT, LLC or it assigns ("Offeror"), collectively the "Parties," effective as of the last date that of either of the Parties executes this Agreement as set forth next to their signatures below ("Effective Date").

The Offeror shall be personally involved in the performance of the ENA and serve as the developer and operator of the **Proposed Project** as generally described in the Property Sale or Lease Offer submitted by the Offeror to the City dated April 7, 2025 (the "Offer") and generally in the conceptual plans and elevations attached hereto as **Exhibit A.**

1. **Purpose.** The Purpose of this Agreement is to provide a due diligence period to undertake feasibility studies and for the refinement and preparation of the Conceptual Development Proposal provided in the Offer. During this time period the City will negotiate only with the Offeror regarding sale, disposition and development of the Project Parcel, as defined below. The Conceptual Development Proposal and other terms (the "Development Plans") are to be refined and developed by the Offeror and negotiated by and between the Offeror and City during the term of this ENA. The negotiation of the terms and conditions between the Parties shall serve as the basis for entering a Disposition and Development Agreement (the "DDA") for the Project Parcel. Through the term of this Agreement, the City intends to undertake a process in which the Parties engage in a due diligence and negotiation period to ensure the viability of the Proposed Project, and that the Proposed Project is in the best interest of the City.

2. **City Property.** The City owns certain property comprising 64-acress of land and buildings known as the Midtown Site (the "Midtown Site") with a current address at 1600 St. Michaels Drive, Santa Fe, NM 87505, within Section 34, T.17N., R.9E., N.M.P.M., in Santa Fe County, New Mexico, U.S.A (the "Property"). See **Exhibit B: City Property Map.**

3. **Project Parcel.** The Project Parcel, identified as Tract H-la on the plat of survey entitled "Lot Split Plat to create TRACTS H-la and H-lb..." recorded in book 921, page 16, records of Santa Fe County, is located within the Midtown Site (the "Project Parcel"). The size of the Project Parcel is approximately 1.5514 acres or 67,581.71 square feet. See **Exhibit C: Project Parcel Map.**

4. **Offer Price and Consideration.** The Offeror proposed $200,000 (Two Hundred Thousand Dollars) for the Project Parcel for consideration by the City, pursuant to the Property Sale or Lease Offer submitted by the Offeror to the City dated April 7, 2025 (the "Offer Price").

5. **ENA Due Diligence Deposit.** The Offeror shall make a deposit of funds equal to five percent (5%) of Offer Price (the "ENA Due Diligence Deposit") ($10,000) which shall be deposited within five (5) business days of the Effective Date of this Agreement.

   The ENA Due Diligence Deposit shall be fully refundable to Offeror until the expiration of the ENA Due Diligence Period and shall be released to Offeror within fourteen {14) day after the sooner of (a) the expiration of the ENA Due Diligence Period if the parties have not executed a DDA prior to the expiration of the ENA Due Diligence Period or (b) Offeror's termination of this Agreement prior to the expiration of the ENA Due Diligence Period. In the event that the parties execute a DDA prior to the expiration of the ENA Due Diligence Period, and subject to any provisions in the DDA governing the return of the ENA Due Diligence Deposit to Offeror, the ENA Due Diligence Deposit shall be applied to the final Offer Price agreed to by the Parties as set forth in the DDA.

6. **ENA Due Diligence Period.** The term of this Agreement (the "ENA Due Diligence Period") shall commence upon the Effective Date of this Agreement and terminate eighteen {18) months thereafter unless extended pursuant to the terms of this Agreement.

   Offeror in its discretion may extend the ENA Due Diligence Period for two (2) periods of one-and-eighty (180) days each by depositing with City's selected title company, for each such extension, an additional sum of five percent (5%) ($10,000) of the Offer Price. Such additional deposited funds shall become a part of the ENA Due Diligence Deposit and subject to refund to Offeror in accordance with this Agreement.

7. **Negotiations.** During the ENA Due Diligence Period, the Parties shall negotiate a Disposition and Development Agreement ("DDA") for consideration by the City's Governing Body. Throughout the term of this Agreement, Owner shall appoint employees of Owner having the authority to negotiate the DDA and to take those actions of Owner contemplated by this Agreement during the ENA Due Diligence Period, including, but not limited to, the prompt review of those materials to be developed by Offeror under this Agreement.

8. **Development Plans/DOA Exhibits.** At a minimum, the DDA exhibits developed by the Offeror during the ENA Due Diligence Period, shall include the following elements of the Development Plans:
   A. Updated Price Offer and Terms
   B. Development Program
   C. Development Schedule and Phasing Plan
   D. Development Capital and Operating Budgets
   E. Schematic Site Plan(s)
   F. Conceptual Architectural Elevation(s)
   G. List of Community Development Plan Requirements and Value-Add Priorities with Cost Estimates

9. **DDA Predevelopment Plans.** The DDA will require a non-refundable Predevelopment Deposit in an amount to be negotiated and stated in the DDA.

10. **Inspections.** Offerer and its agents, consultants, employees, and contractors may inspect the Project Parcel during the ENA Due Diligence Period. Subject to the provisions of this Section 10, Owner hereby grants Offerer and its agents, consultants, employees, and contractors permission to go upon the Project Parcel at Offerer's expense to make such inspections, surveys, tests, and other engineering studies and site analyses as Offerer may require. Offerer may enter upon the Project Parcel without advance notice to Owner unless Offeror intends to perform invasive testing, such as soils testing, in which event, Offeror shall provide written notice to Owner within at least five (5) days prior to the occurrence of such testing, which notice shall provide a description of the testing to be performed, the name of the party that will perform such testing and evidence that party performing the testing satisfies the requirements for insurance stated in **Exhibit D.** Owner's consent to such testing shall not be unreasonably withheld and shall be deemed to be granted if no objection is received from Owner with said five-day notice period.

    The Offerer will restore the Property to the same condition in which it existed immediately prior to the conducting of any inspection or testing, promptly upon completion of each such inspection. The Offerer will not permit any liens or encumbrances to arise against the Property in connection with or as a result of such inspections of or testing upon the Project Parcel.

    The Offerer shall provide Owner with copies of any reports, testing results or studies involving the physical condition of the Project Parcel and prepared by third parties at Offerer's request.

11. **Insurance.** Offeror shall secure and submit evidence of insurance coverage in a form and amount meeting the requirements stated in **Exhibit D.**

12. **Other Conditions and Terms.**

    A. Offerer represents that Offerer has full legal authority to enter this ENA. The person executing this contract on behalf of Offerer has the full right and authority to do so, and Offeror will deliver to Owner prior to the execution of this ENA evidence as Owner may reasonably require that Offerer has taken all appropriate corporate action to authorize the Offer.

    B. The Owner represents and warrants to Offerer that no hazardous substances have been or are stored, disposed of or buried on the Project Parcel. The terms "hazardous substances" as used herein mean substances, materials, wastes, pollutants, oils or governmentally regulated substances or contaminants as defined or designated as hazardous, toxic, radioactive, dangerous, or any other similar term in or under any of the state or federal environmental laws, including but not limited to asbestos and asbestos containing materials, petroleum products including crude oil or any fraction thereof, gasoline, diesel fuel, lubricating oils and solvents, PCBs, radioactive materials or waste, or any other substance that, because of its quantity, concentration, physical, chemical, or infectious characteristics may cause or threaten a present or potential hazard to human health or the environment when improperly generated, used, stored handled, treated, discharged, distributed, disposed, or released.

    C. Offeror shall indemnify, hold harmless, or insure the City, including its officers, employees, and agents, against claims, liability, damages, losses and costs arising from any personal injury or damage to personal property, including attorney fees, to the extent that any such claim, liability,

damages, losses, or costs arise out of, or are proximately caused by any negligent act or omission of the Offerer, its officers, employees, agents, representatives, consultants or contractors in furtherance of this Agreement. Nothing in this Agreement shall be construed as an indemnification by the City for any loss, damages, injury, or death arising out of, or proximately caused, in whole or part, by the City, its officials, employees, attorneys, agents, representatives, consultants or contractors. Nothing herein shall obligate or be construed to obligate the City to provide any indemnity, insurance, or other protection for or on behalf of Offerer or any third party.

D. To the best of Owner's knowledge, there is no condemnation or similar proceeding or legal action of any kind or character whatsoever, affecting the Project Parcel pending, threatened, or contemplated by any governmental authority which will in any manner affect the rights of Offerer upon or after the execution of the DDA.

E. Within twenty-one (21) days of the Effective Date of this Agreement, Owner will provide the Offerer with copies of relevant documents in its possession relating to Project Parcel, including any covenants, conditions, and restrictions, reciprocal easements and parking agreements, copies of tax statements, existing leases, property or building assessments, environmental studies, soils testing reports and documents describing all prior uses of the Project Parcel, if any. Owner shall have no obligation to provide any information to the Offerer that is subject to the attorney-client privilege. With respect to any materials that Owner believes to be of a sensitive or confidential nature, Owner will advise Offerer that Owner is in possession of such documents, and the Parties will enter into an appropriate non-disclosure agreement that shall govern the production of such materials.

F. Offerer shall collaborate and coordinate with the Owner to ensure that Offerer's proposed horizontal development activities are aligned with Owner's planning, design, and construction of the infrastructure and public right of ways, including streets, sidewalks, open spaces, easements, and other related activities. Furthermore, Offerer shall coordinate with Owner regarding the implementation of the Midtown Master Plan into the Offerer's Project Plans with the objective of ensuring consistency with development and design guidelines, intents, and requirements described in the Midtown Master Plan.

G. During the ENA Due Diligence Period, Owner and Offerer shall negotiate terms for any public infrastructure improvements that directly impact the Offerer's Development Plans. Agreed upon terms shall be included in the DDA.

H. In the context of this Agreement, the City Manager may act on behalf of the Owner for extensions, notice, access.

I. Offerer may assign this Agreement. In the event of any such assignment, Offerer shall provide Owner with written notice of such assignment, and Offerer shall be released of its obligations under this Agreement, which shall be deemed to be assumed by Offerer's assignee.

13. **Survey.** Owner at Owner's expense shall provide any surveys in Owner's possession that include the Project Parcel within fourteen (14) days after the Effective Date of this Agreement.

    Offerer at Offerer's expense shall have the right to order a survey to expedite due diligence. Offerer shall be responsible for surveys to create additional parcels within the Project Parcel.

14. **Expenses.** Offeror shall pay its due diligence, inspections, legal review, appraisal, loan fees, environmental inspections, architecture and engineering fees, survey acceptable to financial institution requirements, and other expenses associated with this ENA.

15. **Exclusivity.** Upon execution of this ENA, both Offerer and Owner agree to negotiate in good faith, and Owner shall not solicit, accept or entertain any other offers for the Property for the term of this ENA and shall not enter into any negotiations with any party, other than Offeror, regarding the possible sale, leasing or development of the Project Parcel.

16. **Termination.**

    A. Failure to Pay Deposits. If Offerer fails to timely pay the Deposits this Agreement shall automatically terminate without further action by either Party.

    B. Discretionary Termination by Offerer. Offerer may terminate this Agreement at any time in its sole discretion by delivering written notice of such termination to Owner (to the attention of the Santa Fe City Manager with a copy to the Director of the City of Santa Fe Metropolitan Redevelopment Agency). Upon the delivery of such notice, the entire ENA Due Diligence Deposit shall be immediately refunded and released to Offerer, and the Parties shall be released of all further obligations under this Agreement.

    C. Expiration of Term. Unless terminated by Offeror as provided above, this Agreement shall terminate upon the sooner of (a) the expiration of the ENA Due Diligence Period in the event the Parties do not execute a DDA within the ENA Due Diligence Period or (b) the execution of a DDA by Owner and the Offeror.

    D. Termination for Default. Prior to expiration of the ENA Due Diligence Period, the Owner, in addition to the exercise of any other rights or remedies it may have, may terminate this Agreement upon the occurrence of a material default by the Offerer, and Offerer' s failure to cure such default within thirty {30) days after written notice to Offerer thereof from the City, which notice shall include a description of the reason why Owner believes Offerer to be in material default. Default shall be evidenced by Offerer's failure to timely or satisfactorily perform the due diligence activities as described above to refine and develop final development plans and offer terms.

    E. The Parties recognize communicating regarding obstacles to performance is paramount. Should unpredicted, unforeseen, acts of nature, disaster, or emergency, beyond the reasonable control of either of the Parties, cause either party to be unable to perform, the relevant Party shall alert the other as soon as possible, including the consideration of amendments to this Agreement to allow performance.

17. **Limitation on Effect of Agreement.** This Agreement does not obligate Owner or Offeror to enter a DDA for the disposition or development of the Property. Offeror understands and agrees that any proposed DDA resulting from the negotiations between Offeror and Owner pursuant to this ENA shall become effective only if and after such DDA has been approved by the City's Governing Body, acting in its sole and absolute discretion, and executed and delivered by both Owner and Offeror. Owner understands and agrees that Offeror's willingness to enter into and execute a DDA is also subject to Offeror's sole and absolute discretion. Offeror understands and agrees that this ENA does not indicate and does not imply that Owner, acting as a regulatory or permitting authority, has hereby granted, or is obligated to grant, any approval or permit that is required by law for the disposition of the Project Parcel or the development of the Project Parcel as contemplated by this ENA.

Acknowledged and Agreed to:

OFFEROR:

Integral Design and Development, LLC

By:_____

Glenn Erikson
Managing Member

Date: Nov 20, 2025

Acknowledged and Agreed to:

OWNER:

City of Santa Fe, New Mexico,
a Municipal Corporation of the State of New Mexico

By: _____

Alan Webber, Mayor

Date:_____

ATTEST:

_____

Andréa Salazar, City Clerk

CITY ATTORNEY'S OFFICE:

Marcos Martínez

Marcos Martínez (Nov 20, 2025 16:52:43 MST)

Senior Assistant City Attorney

APPROVED FOR FINANCES:

_____

Emily Oster, Finance Director

Exhibit A, Site Plan



Exhibit B, City Property Map

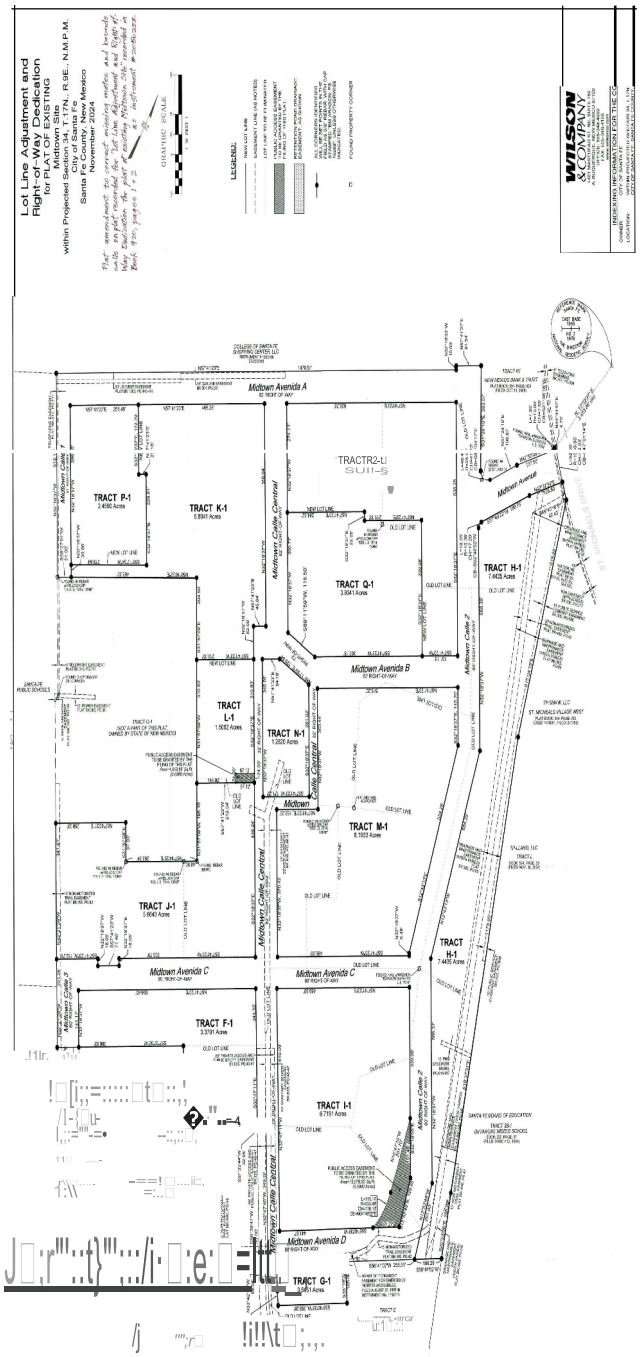

Exhibit C, Project Parcel Map

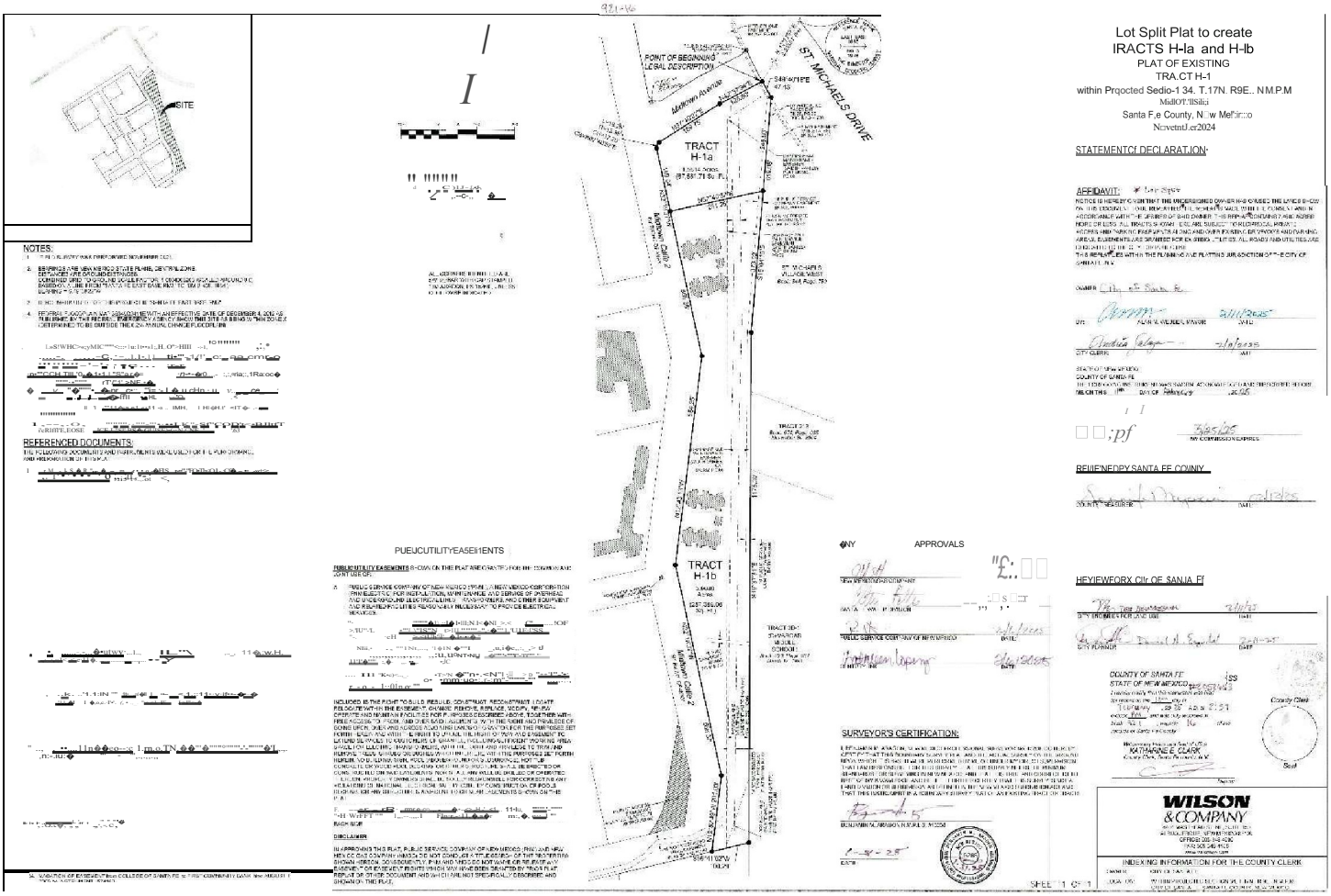

Exhibit D, Insurance Requirements

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

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

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

B. **Business Automobile Liability** insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

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

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

City of Santa Fe Memorandum

To: Finance Committee, Governing Body

From: Daniel Hernandez, Director, Metropolitan Redevelopment Agency DH

CC: Mark Scott, City Manager MS

Date: March 21, 2025

Re: Public Announcement: Midtown Real Property for Sale or Lease Pursuant to Resolution 2021-16

Pursuant to Resolution 2021-16 (attached), the Metropolitan Redevelopment Agency (MRA) seeks approval from the City of Santa Fe Governing Body to publicly announce that certain parcels of city-owned real property at the Midtown Site are available for sale or lease.

Disposition and development of the Midtown Site parcels are pursuant to the Midtown Master Plan and the Midtown Community Development Plan approved by the City's Governing Body. The Midtown Site address is 1600 St. Michaels Drive, Santa Fe, NM. The specific tracts associated with this public offer are: Tract H-1a; Tract J-1a; J-1b; Tract K-1b; Tract M-1a; Tract M-1b; Tract Q-1a; and Tract R2-1b within Projected Section 34, T.17N, R.9E, N.M.P.M., as described in Survey: Lot Splitto Create Tracts, Midtown Site, Santa Fe County, **NM.** November 2024. This public offer will be open until June 20, 2025, which may be extended at the City's sole discretion.

These tracts were identified as redevelopment parcels in the Midtown Master Plan, and do not include tracts with existing buildings identified for rehabilitation and reuse or public open spaces identified in the Midtown Master Plan, specifically, the Visual Arts Center (Tract K-1a; Tract P-1b), Santa Fe Art Institute (Tract P-1a), the Greer Garson Performing Arts Theater (Tract R2-1a), the Fogelson Library Complex (Tract Q-1b), the Arroyo Park area (Tract H-1b), the Midtown Plaza area (Tract N-1; Tract L-1b), the six tracts in development pursuant to an approved and executed Disposition and Development Agreement between the City and the developer, Aspect Studios, for the redevelopment and expansion of film and multi-media production studios in a mixed-use film zone (Tract F-1b; Tract G-1; Tract J-1a; Tract J-1b; Tract L-1a; Tracts F-1a), or the state-owned parcel (Tract 0).

Affordable housing parcels will be identified within the following tracts, which will require future subdivisions: Tract **M-1**a; Tract M-1b; Tract Q-1a; Tract R2-1b.

- The MRA will take the following steps to distribute the public announcement: Publish the announcement one or more times in a newspaper that maintains an office in Santa Fe and is of general circulation within the city.
- Issue press releases to local and regional newspapers, as well as real estate development industry publications.
- Post public announcement directly to developers and through professional associations that include developers as members.
- Conduct presentations and site tours for developers and related professionals and associations, such as architects, investors, and real estate professionals.
- Collaborate with the Office of Economic Development and Office of Affordable Housing to circulate public announcement to, and meet with, interested developers, including affordable housing developers.
- Collaborate with Urban Land Institute to circulate and post announcements to regional and national chapters and members
- Update the city's MRA website to provide developer access to documents and materials regarding redevelopment plans, parcel information, and contact information for interested developers to discuss and present development proposals.

Approval of the public announcement will allow the MRA to proceed with the implementation of the Midtown Master Plan and the Midtown Community Development Plan, together the Midtown Redevelopment Plans. The Midtown Community Development Plan provides guidance for the disposition of city-owned real property. *(Disposition of City Property and Development of Land at Midtown, page 26, January 25, 2023)*

1. **How land will be disposed of and developed at Midtown.**
   Disposition at Midtown may be through a sale, lease, exchange, or donation using competitive Solicitations (Solicitations, also called Request for Proposals or RFPs) or Direct Negotiation (Direct Negotiations) processes, whichever benefits the City and the development of the project. These disposition processes shall be initiated by the City through the MRA or Economic Development Division. Solicitations and Direct Negotiations will include the project description, the public vision and goals for the project, strategies listed in this Community Development Plan (as may be applicable to the proposed project), a scope of work to which the respondent must acknowledge and describe their approach for

undertaking the scope of work; as well as an economic and financial analysis for developing and operating the completed project.

Selected offerors must demonstrate excellence in the following areas:

- Experience on similar projects
- Capacity to undertake the scope of work
- Qualifications of project team members
- Economic analysis and financial approach and ability to secure financing

2. **How the City will ensure the objectives of the plans when it sells or leases land.**
The City will evaluate the disposition proposal to determine which disposition transaction is advantageous to the City and the development of the project. Land use, development performance, and other terms will be included in, and pursuant to, Disposition Agreements (Disposition Agreements).

The City may use Deed Restrictions, Covenants, Conditions and Restrictions (CCRs), and/or Development Agreements, accompanied with Plan Restrictions, to restrict and require certain land uses and accomplish other policy objectives if disposing of the parcel through a sale, exchange, or donation.

If disposing of a land parcel through a ground lease, the City will use lease terms to restrict and require certain land uses and achieve policy objectives through the ground leases while ensuring the developer can secure the necessary financing for the proposed development.

Attachments:

1. Resolution 2021-16
2. Public Announcement

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-16

INTRODUCED BY:

Councilor JoAnne Vigil Coppler

Councilor Michael J. Garcia

Councilor Renee Villarreal

Councilor Carol Romero-Wirth

Councilor Signe I. Lindell

A RESOLUTION

REQUIRING GOVERNING BODY APPROVAL PRIOR TO ANNOUNCING THE AVAILABILITY OF ANY CITY-OWNED LAND, BUILDINGS, OR OTHER REAL PROPERTY FOR SALE.

WHEREAS, Governing Body approval and a bill presented at a public hearing are required for an offeror to purchase City property having an appraised value in excess of twenty-five thousand dollars ($25,000); and

WHEREAS, approval from the Governing Body is not currently required before the City announces the opportunity for potential offerors to submit offers to buy City property for the Governing Body's consideration; and

WHEREAS, the Governing Body and staff work together to evaluate assets and staff seeks policy guidance from the Governing Body; and

WHEREAS, staff have expertise in real property transactions and m evaluating development strategies to maximize City interests; and

WHEREAS, the Governing Body has developed policy priorities for the use of certain

City-owned land, buildings, and other real property; and

WHEREAS, Santa Fe City Code sole guidance on real property sales is contained in Section 11-10.2 which cites to statutory authority (NMSA 1978, § 3-54-1), or as otherwise provided by law; and

WHEREAS, NMSA 1978, Section 3-54-1 sets forth the statutory process for selling municipal utility facilities and other real property subject to a required referendum period; and

WHEREAS, City-owned land, buildings, and other real property are public property; and

WHEREAS, the Governing Body understands the importance of holding executive sessions for sales of City-owned land, buildings, or other real property.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Governing Body shall hold an executive session to discuss a proposed sale when recommended by staff.

BE IT FURTHER RESOLVED that, if staff does not recommend an executive session, then staff will provide a public presentation regarding the reasons for the recommended sale of City-owned land, buildings, or other real property.

BE IT FURTHER RESOLVED that, regardless of whether or not the Governing Body holds an executive session, prior to the City announcing the sale of any City-owned land, buildings, or other real property that has a value that exceeds $25,000, the Governing Body shall vote to approve a proposed announcement that includes the address, name, and description of the relevant property during a public meeting.

BE IT FURTHER RESOLVED that the Governing Body shall review this Resolution within three (3) years of the date of adoption to evaluate the efficacy of the process it establishes.

BE IT FURTHER RESOLVED that this Resolution shall apply to properties that are not already announced as "for sale" at the time of the adoption of this Resolution.

PASSED, APPROVED, and ADOPTED this 10th day of March, 2021.

ALAN WEBBER, MAYOR

ATTEST:

Kristine Mihelcic (Mar 14, 2021 10:36 MDT)

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/2021-16 GB Approval for Offering of Public Land for Sale

ANNOUNCEMENT OF PUBLIC SALE OR LEASE

The City of Santa Fe Metropolitan Redevelopment Agency hereby publicly announces that certain city-owned real estate parcels, all or portions thereof, at the Midtown Site are available for purchase or lease. Disposition and development of the Midtown Site parcels are pursuant to the Midtown Master Plan and the Midtown Community Development Plan approved by the City's Governing Body. The Midtown Site address is 1600 St. Michaels Drive, Santa Fe, NM. The specific tracts associated with this public offer are: Tract H-1a; Tract J-1a; Tract J-1b; Tract K-1b; Tract M-1a; Tract M-1b; Tract Q-1a; Tract R2-1b within Projected Section 34, T.17N, R.9E, N.M.P.M., Midtown Site, Santa Fe County, NM, November 2024.

Address requests for information regarding the purchase or lease of Midtown Site parcels to Jack Kelley, MRA Redevelopment Manager, at jekelley@santafenm.gov. This public offer is open until June 20, 2025, which may be extended at the City's sole discretion

Signature: Daniel Hernandez
Daniel Hernandez (Mar 21, 2025 11:48 MDT)

Email: dahernandez@santafenm.gov

Signature: Mark Scott
Mark Scott (Mar 21, 2025 12:20 MDT)

Email: mscott@santafenm.gov

City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909
www.santafenm.gov

Alan Webber, Mayor

Councilors:
Signe I. Lindell, Mayor Pro Tern, District 1
Alma G. Castro, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Lee Garcia, District 3
Pilar F.H. Faulkner, District 3
Jamie Cassutt, District 4
Amanda Chavez, District 4

Dear City Staff,

In accordance with State Statute and City Ordinances, this document serves as a blanket ***services'*** determination and is valid until June 30, 2026, for the types of general, professional, and construction services that are clearly one of the types pre-established and approved by the State Purchasing Agent and City CPO.

Please continue to obtain determinations for services that do not clearly and fully fit within the types listed below. For mixed or hybrid services, unclear scopes of work, and design-build projects, specific determinations will be required. In these cases, please email purchasing_det@santafenm.gov to obtain the necessary CPO determinations for your procurement needs.

Should you have any questions or require clarification on a particular service, feel free to contact CPD.

The following are General Services:

- Air/bus, vehicle charter/rental service
- Animal/k9 boarding - basic
- Auctioneers
- Audio-visual equipment setup and routine maintenance for events and presentations (including projectors, microphones, and speakers)
- Automotive mechanical services - all - including vehicle inspection, diagnostics, repair labor, parts replacement, and routine maintenance (e.g., oil changes, brake service, tune-ups, etc.)
- Banking Services (routine, transaction-based)
- Boiler testing/water treatment service
- Bookkeeping service (routine, transaction-based)
- Biohazard clean-up and disinfection services for crime scenes, homicides, suicides, unattended deaths, car accidents, deadly car crashes and cleanup of police units, along with any other biohazard situations. Building alarm systems, service and repair
- Check collection service
- Clothing, textile fabrication repair service

General Services (continued):

- Commercial laundry service, dry cleaning, etc.
- Communications systems installation, servicing, and repair
- Conference and trade show coordination
- Debt collection service
- Delivery/courier service
- Document storage, duplication, retrieval, review, and destruction service
- Drug testing and screening (standard tests)
- Engraving service
- Equipment installation, preventive maintenance, inspection, calibration, and repair
- Equipment rental services
- Exams administration and scoring service
- Executive recruitment
- Firefighting/suppression service
- Food preparation, vending, and catering services
- Health screening, basic diagnostic (wellness, blood pressure monitoring, blood draw, etc.)
- Herbicide application service
- Household goods packing, storage, transportation service
- HVAC system maintenance service - Includes filter changes, inspections, cleaning, minor repairs, and system diagnostics.
- Information Technology - Hosting only
- Information Technology Help Desk Services
- Information Technology Services requiring software or equipment
- Information Technology Software and Hardware Support Services
- Interpretive services: written/oral/sign language
- Inventory service
- Janitorial service, carpet cleaning, window washing
- Laboratory testing and analysis (standard tests only)
- Land clearing/debris removal service
- Landscaping-tree planting, grooming service, lawn mowing, etc. (but not landscape architects)
- Language translation service
- Linen rental service

General Services (continued):

- Marine equipment inspection, certification, and repair
- Medical equipment rental or repair service (wheelchairs, walkers, etc.), including measurements, adjustments, and modifications to meet patient needs
- Metal/pipe/wiring detection service
- Office furnishings installation, refurbishment, and repair service
- Package inspection and crating
- Painting service
- Paper shredding
- Parking lot sweeping/snow removal service
- Pest/weed control service
- Photographic/micrographic processing and delivery, includes aerial and ground photography (if analysis is included, then personal service)
- Printing/duplicating service
- Process serving
- Property management (ren ection; maintenance, etc
- Recycling/disposal/litter pickup service
- Retreat and workshop planning, conduct, coordination, etc.
- Security/armored car services
- Shop welding/metal fabrication service
- Software as a Service
- Steam cleaning, high pressure washing, parts cleaning service
- Studio photography service (does not include portrait painting)
- Telephone interview service (conduct of survey using prescribed survey instrument)
- Towing service
- Traffic control services - including certified flaggers, barricade setup/removal, temporary signage, and traffic control plans (not involving permanent installations or design engineering)
- Training-when offered as a regular course by an institution (such as a college or university)
- Travel service - air, surface, water
- Videotaping and recording service
- Warehouse dry/cold storage rental service
- Weather information service

The following are Professional Services:

- Accountants (certified public accountants and registered public accountants)
- Actuaries
- Analysts of processes, programs, fiscal impact, and compliance
- Appraisers
- Archeologists
- Architects
- Artwork, original (services creating the artwork)
- Audio/video media productions (design, development, and/or oversight of)
- Auditors
- Broadband
- Business process re-engineering
- Counselors
- Consultants (including IT Consultants)
- Curriculum/Examination development
- Data Backup Services
- Data Storage and Management Services
- Design
- Economists
- Engineers
- Environmental monitoring: noise level, safety, hazardous gas detection, radiation monitoring service, etc.
- Financial Advisors
- Grant writing
- Graphic designers (creative or original in nature)
- Hearing officer services
- Independent Verification and Validation
- Information Technology Hosting when it includes Maintenance and Support
- Information Technology Maintenance
- Information Technology Management
- Information Technology Programming
- Information Technology Risk Assessment

Professional Services (Continued):

- Insurance Adjusters/Brokers
- Investigators (personnel-related, etc.)
- Investment advisors and management
- Labor negotiators
- Landscape Architects
- Lawyers
- Lobbyists
- Managed Network Services
- Management and system analysts
- Management consultants
- Marketing consultants (including identifying market opportunities, conduct of marketing programs, planning, promotion, market research surveys, etc.)
- Medical arts practitioners
- Medical - doctors, immunizations, etc.
- Mental health support - Therapists, Counselors, etc.
- Network Cybersecurity Services
- Network Installation
- Physicals
- Planners
- Policy Advisors
- Polygraph services
- Product Development Services
- Program/Project Managers
- Psychologists
- Public relations advisors/Publicists
- Publication development (creation of audio/video productions, brochures, pamphlets, maps, signs, posters, annual reports, etc.)
- Researchers
- Scientists (Bio/Chem/Env/Geo/Hydro/Mech, etc.)
- Social and Human Services - Includes case management, outreach, crisis intervention, supportive housing assistance, and other services intended to support vulnerable or at-risk populations. Services may be delivered by licensed or trained professionals in coordination with public or nonprofit systems.

Professional Services (Continued):

- Speech writers
- Statisticians
- Surveyors
- Trade developers
- Training - when it is specifically designed for an agency as opposed to established courses (such as out of the box training offered to all at a training company, university, or college)
- Veterinarian services
- Web design and development

The following are Construction Services:

- Bid-Build (Standard)
- Construction Managers
- New Construction (including buildings, roads, bridges, utilities)
- Remodeling and Renovations (interior and exterior work)
- Demolition (including site clearance)
- Excavation and Earthwork
- Electrical Work (installation, repair, upgrades)
- Permanent installation or upgrades of audio-visual systems (including wiring and structural modifications)
- Plumbing (installation, repair, maintenance)
- Masonry and Concrete Work
- Roofing (installation, repair, maintenance)
- Structural Repair and Reinforcement
- Stucco installation, repair, and finishing
- Painting and Finishing (for construction purposes)
- Mechanical Work (HVAC systems, etc.)
- Site Preparation and Land Grading
- Utility Installation and Repair (water, sewer, gas lines)

Travis Dutton-Leyda, Chief Procurement Officer

_____ Date: 06/30/2025

Emily Oster, Finance Director

Emily K. Oster _____ Date: 06/30/2025

Signature: Carly Venditti

Email: cavenditti@santafenm.gov

Signature: Mark Scott
Mark Scott (Nov 29, 2025 13:17:57 MST)

Email: mscott@santafenm.gov

CITY OF SANTA FE

The Purchasing Memo

Date: November 26, 2025

To: Mayor Alan M. Webber, Governing Body and Finance Committee

From: Carly Venditti, Metropolitan Redevelopment Agency, Asset Development Manager CAV

Via: Mark Scott, Metropolitan Redevelopment Agency, Interim Director MS
Mark Scott

Subject: Request for Approval of an Exclusive Negotiation Agreement for Midtown Parcels J-1a & J-1b

---

ITEM AND ISSUE:

The Metropolitan Redevelopment Agency, Asset Development, respectfully requests your review and approval of an Exclusive Negotiation Agreement to negotiate the sale of Midtown Tracts J-1a and J-1b to Santa Fe Innovation Hub, LLC ("Offeror") for development as a mixed-use development. Offeror will deposit $18,125.00 (Eighteen Thousand One Hundred Twenty-Five Dollars) within 5 (five) business days of the Effective Date of this Agreement, (Carly Venditti, Asset Development Manager, cavenditti@santafen.gov).

BACKGROUND AND SUMMARY:

On March 21, 2025, the Governing Body unanimously approved the sale of real property located at 1600 Saint Michael's Drive, part of the Midtown Redevelopment Site, through direct disposition, in accordance with Resolution 2021-16. This resolution, which is attached for reference, outlines the City's strategy for the disposition of property valued over $25,000.

Approval of this public announcement enables the Metropolitan Redevelopment Agency (MRA) to move forward with the implementation of both the Midtown Master Plan and the Midtown Community Development Plan, collectively referred to as the Midtown Redevelopment Plans.

The MRA initiated a 77-day solicitation period beginning April 4, 2025, and concluding June 20, 2025, during which it received six development proposals. These proposals were evaluated based on criteria established in the Midtown Master Plan and Community Development Plan, as adopted by Resolution 2022-12. The Metropolitan Redevelopment Agency requests the ability to enter into an Exclusive Negotiation Agreement with Santa Fe Innovation Hub.

If approved, this Exclusive Negotiation Agreement will authorize Santa Fe Innovation Hub LLC. to work in partnership with the MRA to develop a Disposition and Development Agreement (DDA) for the final transfer of the property. Santa Fe Innovation Hub LLC will also be required to comply with the City of Santa Fe Land Use Code, as well as all applicable local, state, and federal regulations.

Future land use, development standards, and other terms will be formalized through Disposition Agreements. The City retains the authority to apply Deed Restrictions, Covenants, Conditions, and Restrictions (CCRs) to ensure alignment with policy objectives when disposing of property via sale, exchange, or donation. In cases

of ground lease disposition, the City may use lease terms to similarly guide land use and policy compliance, while supporting the developer's ability to secure financing.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Munis Org Name/Number: Economic Development/2120128

Munis Object Name/Number: Legal Contract/510200

Budget Officer / Designee: Andy Hopkins **Date:** 11/26/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-98, Exempt

Real Property is exempt from Procurement.

Chief Procurement Officer (CPO)/Designee: **N/A - Exempt** **Date:** _____

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ **Yes** | ☒ **No**

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

Comment/Exceptions: _____

Treasury/Point of Sale Components included? ☐ **Yes** | ☒ **No**

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

Comment/Exceptions: _____

Vehicles included? ☐ **Yes** | ☒ **No**

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

Is this an externally funded purchase? ☐ **Yes** | ☒ **No**

If yes, what is the issuing agency: _____

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

Comment/Exceptions: _____

Is this a Capital Asset or Project? ☐ Yes | ☒ No

Project Ledger Number: _____

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

Comment/Exceptions: _____

ATTACHMENTS:

Exclusive Negotiation Agreement
Resolution 2021-16
Real Property Determination

CITY OF SANTA FE
METROPOLITAN REDEVELOPMENT AGENCY
EXCLUSIVE NEGOTIATION AGREEMENT
CITY-OWNED PROPERTY AT THE MIDTOWN SITE

This Exclusive Negotiation Agreement (the "ENA" or "Agreement") is entered this ___ day of _____,2025 by and between the following the CITY OF SANTA FE, a municipality chartered under the laws of New Mexico ("City" or "Owner") and Santa Fe Innovation Hub LLC ("Offeror"), collectively the "Parties".

The Offeror shall be personally involved in the performance of the ENA and serve as the developer and operator of the **Proposed Project** as generally described in the Property Sale or Lease Offer submitted by the Offeror to the City dated May 19, 2025 (the "Offer").

1. **Purpose.** The Purpose of this Agreement is to provide a due diligence period to undertake feasibility studies and for the refinement and preparation of the Conceptual Development Proposal provided in the Offer. During this time period the City will only negotiate with the Offeror regarding disposition of the Project Parcel, as defined below. The Conceptual Development Proposal, Offer Price, and other terms (the "Development Plans") are to be refined and developed by the Offeror and negotiated by and between the Offeror and City during the term of this ENA. The negotiation of the terms and conditions between the Parties shall serve as the basis for entering a Disposition and Development Agreement (the "DDA") for the Project Parcel. Through the term of this Agreement, the City intends to undertake a process in which the Parties engage in a due diligence and negotiation period to ensure the viability of the Proposed Project, and that the Proposed Project is in the best interest of the City.

2. **City Property.** The City owns certain property comprising 64-acress of land and buildings known as the Midtown Site (the "Midtown Site") with a current address at 1600 St. Michaels Drive, Santa Fe, **NM** 87505, within Section 34, T.17N., R.9E., N.M.P.M., in Santa Fe County, New Mexico, U.S.A (the "Property"). See **Exhibit A: City Property Map.**

3. **Project Parcel.** The Project Parcel, identified as Tract #J-la and J-lb, is located within the City Property (the "Project Parcel"). The size ofthe Project Parcel is approximately 5.66 acres or 246,702 square feet. See **Exhibit B: Project Parcel Map.**

4. **Offer Price and Consideration.** The Offeror proposed $362,500 (three hundred sixty-two thousand, five hundred dollars) for the Project Parcel for consideration by the City, pursuant to the Property Sale or Lease Offer submitted by the Offeror to the City dated May 19, 2025 (the "Offer Price").

5. **ENA Due Diligence Deposit.** The Offeror shall make a deposit equal to 5% of Offer Price, (the "ENA Due Diligence Deposit") which shall be deposited within five (5) business days of full execution of this ENA.

The ENA Due Diligence Deposit shall be fully refundable until the end date of the ENA Due Diligence Period. The City will apply the ENA Due Diligence Deposit to the Offeror's payment of the final Offer Price agreed to by the Parties. ENA Due Diligence Deposit shall be fully refundable until 5:00pm, Mountain Time, on the last day of the Due Diligence Period.

6. **ENA Due Diligence Period.** The term of this Agreement (the "ENA Due Diligence Period") shall commence upon execution of this ENA and terminate 365 days from the execution of this ENA.

   The ENA Due Diligence Period may be extended in 4-month increments. Extension to the ENA Due Diligence Period is at the City's sole discretion.

7. **Disposition and Development Agreement.** The Parties shall negotiate a Disposition and Development Agreement for consideration by the City's Governing Body.

8. **Development Plans/ODA Exhibits.** At a minimum, the DDA exhibits developed by the Offeror during the ENA Due Diligence Period, shall include the following elements of the Development Plans:
   A. Updated Price Offer and Terms
   B. Development Program
   C. Development Schedule and Phasing Plan
   D. Development Capital and Operating Budgets
   E. Schematic Site Plan(s)
   F. Conceptual Architectural Elevation(s)
   G. List of Community Development Plan Requirements and Value-Add Priorities with Cost Estimates

9. **DDA Predevelopment Plans.** The DDA will require a non-refundable Predevelopment Deposit.

10. **Inspections.** Offeror has inspected or will inspect the Project Parcel or will waive the right to inspect the Project Parcel on or before 5:00pm Mountain Time at the end of the ENA Due Diligence Period. Owner will provide access to the Project Parcel upon Offeror's request for Offeror, its agents, assigns, consultants, legal counsel, etc., not to be unreasonably refused, and Owner hereby grants Offeror and its agents, assigns, consultants, employees, and contractors permission to go upon the Project Parcel at Offeror's expense to make such survey, tests, and other engineering studies and site analyses as Offeror may require, subject to a minimum five (5) business days written notice to Owner.

    Notwithstanding anything to the contrary in this ENA, Offeror shall not conduct any invasive third party testing, including environmental or archeological testing, on the Project Parcel without giving prior written notice to Owner for Owner written approval of the specific activity or scope of work to be undertaken (including, with respect to any invasive testing; a written plan for such testing; the name of the firm to perform such activity and their qualifications; signed contract between Offeror and the contractor; evidence of contractor's required insurance). See **Exhibit C: Insurance Requirements.**

The Grantee will restore the Property to the same condition in which it existed immediately prior to the conducting of any inspection or testing, promptly upon completion of each such inspection. The Grantee will not permit any liens or encumbrances to arise against the Property in connection with or as a result of such Access Studies.

The Offerer shall require that all Project Parcel assessments, investigations, reports, studies, and other due diligence documents produced or procured by the Offerer be additionally certified to the City.

11. **Insurance.** Offerer shall secure and submit insurance coverage in a form and amount acceptable to the Owner for Offeror and any contractor performing work at the Property and Project Parcel. See **Exhibit C: Insurance Requirements.**

12. **Other Conditions and Terms.**
    A. Offerer represents that Offerer has full legal authority to enter this ENA. The person executing this contract on behalf of Offerer has the full right and authority to do so, and Offerer will deliver to Owner prior to the execution of this ENA evidence as Owner may reasonably require that Offerer has taken all appropriate corporate action to authorize the Offer.

    B. Offerer shall indemnify, hold harmless, or insure the City, including its officers, employees, and agents, against claims, liability, damages, losses and costs arising from any personal injury or damage to personal property, including attorney fees, to the extent that any such claim, liability, damages, losses, or costs arise out of, or are proximately caused by any act or omission of the Offerer, its officers, employees, agents, representatives, consultants or contractors in furtherance of this Agreement. Nothing in this Agreement shall be construed as an indemnification by the City for any loss, damages, injury, or death arising out of, or proximately caused, in whole or part, by the City, its officials, employees, attorneys, agents, representatives, consultants or contractors. Nothing herein shall obligate or be construed to obligate the City to provide any indemnity, insurance, or other protection for or on behalf of Offeror or any third party.

    C. To the best of Owner's knowledge, there is no condemnation or similar proceeding or legal action of any kind or character whatsoever, affecting the Project Parcel pending, threatened, or contemplated by any governmental authority which will in any manner affect the rights of Offerer upon or after the execution of the DDA.

    D. Owner will provide the Offerer with copies of relevant documents in its possession relating to Project Parcel, including any covenants, conditions, and restrictions, reciprocal easements and parking agreements, copies of tax statements, existing leases, and property or building assessments, if any. Owner shall have no obligation to provide any information to the Offerer that is privileged, confidential, or otherwise not subject to public disclosure.

    E. Offerer shall collaborate and coordinate with the Owner to ensure that Offeror's proposed horizontal development activities are aligned with Owner's planning, design, and construction of the infrastructure and public right of ways, including streets, sidewalks, open spaces,

easements, and other related activities. Furthermore, Offerer shall coordinate with Owner regarding the implementation of the Midtown Master Plan into the Offerer's Project Plans with the objective of ensuring consistency with development and design guidelines, intents, and requirements described in the Midtown Master Plan.

F. During the ENA Due Diligence Period, Owner and Offerer shall negotiate terms for any public infrastructure improvements that directly impact the Offerer's Development Plans. Agreed upon terms shall be included in the DDA.

G. In the context of this Agreement, the City Manager may act on behalf of the Owner for extensions, notice, access.

13. **Survey.** Owner at Owner's expense shall provide any surveys in Owner's possession that include the Project Parcel within 30 days after execution ofthe ENA.

Offerer at Offerer's expense shall have the right to order a survey to expedite due diligence. Offerer shall be responsible for surveys to create additional parcels within the Project Parcel.

14. **Expenses.** Offerer shall pay its due diligence, inspections, legal review, appraisal, loan fees, environmental inspections, architecture and engineering fees, survey acceptable to financial institution requirements, and other expenses associated with this ENA.

15. **Exclusivity.** Upon execution of this ENA, both Offerer and Owner agree to negotiate in good faith, and Owner shall not entertain any other offers for the Property for the term of this ENA.

16. **Termination.**

A. Failure to Pay Deposits. If Offerer fails to timely pay the Deposits this Agreement shall automatically terminate without further action by either Party.

B. Execution of DDA. If a DDA is executed by the Parties relating to all or part of the Project Parcel during the ENA Due Diligence Period or any extensions, then this ENA shall terminate upon execution of said DDA with respect to the portion, or all, of the Project Parcel subject to the DDA.

C. Discretionary Termination by a Party. If either Party concludes at any time in its sole discretion that (a) the Proposed Project is not feasible, or (b) that the negotiations are unlikely to result in the execution of mutually agreeable DDA, then such Party may terminate this Agreement by delivering written notice thereof to the other Party.

D. Expiration of Term. Unless sooner terminated as provided above, this Agreement shall terminate upon expiration of the ENA Due Diligence Period hereof without further action by either Party.

E. Termination for Default. Prior to expiration ofthe ENA Due Diligence Period, the City, in addition to the exercise of any other rights or remedies it may have, may terminate this Agreement upon

the occurrence of a material default by the Offeror, and Offeror' s failure to cure such default within thirty (30) days after notice thereof from the City. Default shall be evidenced by Offeror's failure to timely or satisfactorily perform the due diligence activities as described above to refine and develop final development plans and offer terms.

F. The Parties recognize communicating regarding obstacles to performance is paramount. Should unpredicted, unforeseen, acts of nature, disaster, or emergency, beyond the reasonable control of either of the Parties, cause either party to be unable to perform, the relevant Party shall alert the other as soon as possible, including the consideration of amendments to this Agreement to allow performance. If amending the Agreement to address the inability to perform is not possible, the affected Party may terminate this Agreement without further obligations.

17. **Limitation on Effect of Agreement.** This Agreement does not obligate Owner or Offeror to enter a DDA for the disposition or development of the Property. Offeror understands and agrees that any proposed DDA resulting from the negotiations between Offeror and Owner pursuant to this ENA shall become effective only if and after such DDA has been approved by the City's Governing Body, acting in its sole and absolute discretion, and executed and delivered by both Owner and Offeror.

    Offeror understands and agrees that this ENA does not indicate and does not imply that Owner, acting as a regulatory or permitting authority, has hereby granted, or is obligated to grant, any approval or permit that is required by law for the disposition of the Project Parcel or the development of the Project Parcel as contemplated by this ENA.

Acknowledged and Agreed to:

OFFEROR ENTITY

Santa Fe Innovation Hub LLC

David J. Perez

By: David J. Perez (Nov 18, 2025 12:19:04 MST) Date: Nov 18, 2025

Print: David J. Perez

Its: Managing Member

[**SIGNATURES CONTINUED ON NEXT PAGE**]

Acknowledged and Agreed to:

OWNER:

City of Santa Fe, New Mexico, a Municipal Corporation of the State of New Mexico

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

ATTEST:

_____
ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martínez
Marcos Martínez (Nov 18, 2025 13:12:08 MST)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
EMILY OSTER, FINANCE DIRECTOR

Exhibit A, City Property Map

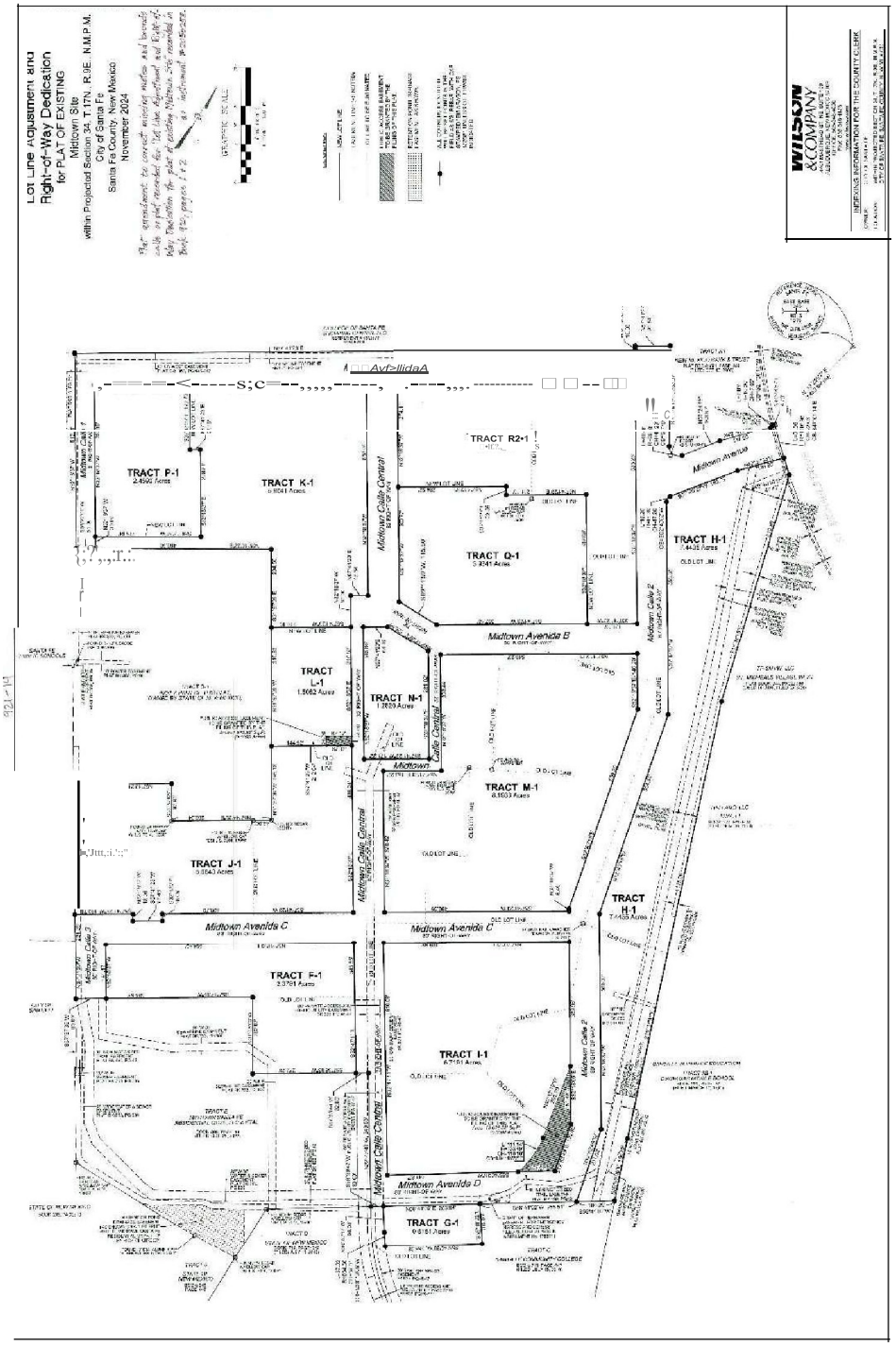

Exhibit B, Project Parcel Map

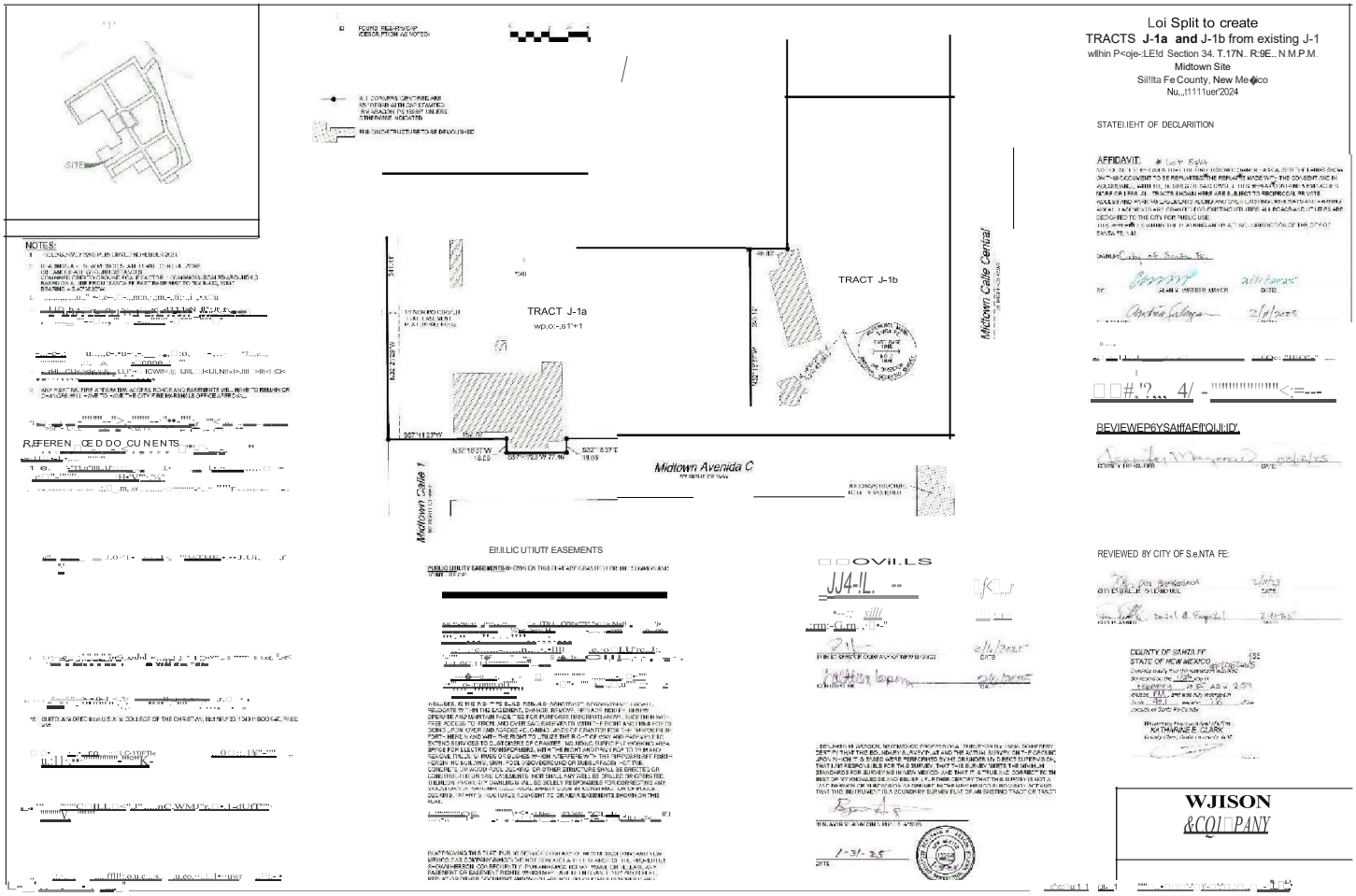

Exhibit C, Insurance Requirements

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

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

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

B. **Business Automobile Liability** insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

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

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

City of Santa Fe Memorandum

To: Finance Committee, Governing Body

From: Daniel Hernandez, Director, Metropolitan Redevelopment Agency DH
DH

CC: Mark Scott, City Manager MS
MS

Date: March 21, 2025

Re: Public Announcement: Midtown Real Property for Sale or Lease Pursuant to Resolution 2021-16

Pursuant to Resolution 2021-16 (attached), the Metropolitan Redevelopment Agency (MRA) seeks approval from the City of Santa Fe Governing Body to publicly announce that certain parcels of city-owned real property at the Midtown Site are available for sale or lease.

Disposition and development of the Midtown Site parcels are pursuant to the Midtown Master Plan and the Midtown Community Development Plan approved by the City's Governing Body. The Midtown Site address is 1600 St. Michaels Drive, Santa Fe, NM. The specific tracts associated with this public offer are: Tract H-1a; Tract J-1a; J-1b; Tract K-1b; Tract M-1a; Tract M-1b; Tract Q-1a; and Tract R2-1b within Projected Section 34, T.17N, R.9E, N.M.P.M., as described in Survey: Lot Split to Create Tracts, Midtown Site, Santa Fe County, NM. November 2024. This public offer will be open until June 20, 2025, which may be extended at the City's sole discretion.

These tracts were identified as redevelopment parcels in the Midtown Master Plan, and do not include tracts with existing buildings identified for rehabilitation and reuse or public open spaces identified in the Midtown Master Plan, specifically, the Visual Arts Center (Tract K-1a; Tract P-1b), Santa Fe Art Institute (Tract P-1a), the Greer Garson Performing Arts Theater (Tract R2-1a), the Fogelson Library Complex (Tract Q-1b), the Arroyo Park area (Tract H-1b), the Midtown Plaza area (Tract N-1; Tract L-1b), the six tracts in development pursuant to an approved and executed Disposition and Development Agreement between the City and the developer, Aspect Studios, for the redevelopment and expansion of film and multi-media production studios in a mixed-use film zone (Tract F-1b; Tract G-1; Tract J-1a; Tract J-1b; Tract L-1a; Tracts F-1a), or the state-owned parcel (Tract O).

Affordable housing parcels will be identified within the following tracts, which will require future subdivisions: Tract M-1a; Tract M-1b; Tract Q-1a; Tract R2-1b.

- The MRA will take the following steps to distribute the public announcement: Publish the announcement one or more times in a newspaper that maintains an office in Santa Fe and is of general circulation within the city.
- Issue press releases to local and regional newspapers, as well as real estate development industry publications.
- Post public announcement directly to developers and through professional associations that include developers as members.
- Conduct presentations and site tours for developers and related professionals and associations, such as architects, investors, and real estate professionals.
- Collaborate with the Office of Economic Development and Office of Affordable Housing to circulate public announcement to, and meet with, interested developers, including affordable housing developers.
- Collaborate with Urban Land Institute to circulate and post announcements to regional and national chapters and members
- Update the city's MRA website to provide developer access to documents and materials regarding redevelopment plans, parcel information, and contact information for interested developers to discuss and present development proposals.

Approval of the public announcement will allow the MRA to proceed with the implementation of the Midtown Master Plan and the Midtown Community Development Plan, together the Midtown Redevelopment Plans. The Midtown Community Development Plan provides guidance for the disposition of city-owned real property. (*Disposition of City Property and Development of Land at Midtown, page 26, January 25, 2023*)

1. **How land will be disposed of and developed at Midtown.**
   Disposition at Midtown may be through a sale, lease, exchange, or donation using competitive Solicitations (Solicitations, also called Request for Proposals or RFPs) or Direct Negotiation (Direct Negotiations) processes, whichever benefits the City and the development of the project. These disposition processes shall be initiated by the City through the MRA or Economic Development Division. Solicitations and Direct Negotiations will include the project description, the public vision and goals for the project, strategies listed in this Community Development Plan (as may be applicable to the proposed project), a scope of work to which the respondent must acknowledge and describe their approach for

undertaking the scope of work; as well as an economic and financial analysis for developing and operating the completed project.

Selected offerors must demonstrate excellence in the following areas:

- Experience on similar projects
- Capacity to undertake the scope of work
- Qualifications of project team members
- Economic analysis and financial approach and ability to secure financing

2. **How the City will ensure the objectives of the plans when it sells or leases land.**
The City will evaluate the disposition proposal to determine which disposition transaction is advantageous to the City and the development of the project. Land use, development performance, and other terms will be included in, and pursuant to, Disposition Agreements (Disposition Agreements).

The City may use Deed Restrictions, Covenants, Conditions and Restrictions (CCRs), and/or Development Agreements, accompanied with Plan Restrictions, to restrict and require certain land uses and accomplish other policy objectives if disposing of the parcel through a sale, exchange, or donation.

If disposing of a land parcel through a ground lease, the City will use lease terms to restrict and require certain land uses and achieve policy objectives through the ground leases while ensuring the developer can secure the necessary financing for the proposed development.

Attachments:

1. Resolution 2021-16
2. Public Announcement

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-16

INTRODUCED BY:

Councilor JoAnne Vigil Coppler

Councilor Michael J. Garcia Councilor Renee Villarreal

Councilor Carol Romero-Wirth Councilor Signe I. Lindell

A RESOLUTION

REQUIRING GOVERNING BODY APPROVAL PRIOR TO ANNOUNCING THE AVAILABILITY OF ANY CITY-OWNED LAND, BUILDINGS, OR OTHER REAL PROPERTY FOR SALE.

WHEREAS, Governing Body approval and a bill presented at a public hearing are required for an offeror to purchase City property having an appraised value in excess of twenty-five thousand dollars ($25,000); and

WHEREAS, approval from the Governing Body is not currently required before the City announces the opportunity for potential offerors to submit offers to buy City property for the Governing Body's consideration; and

WHEREAS, the Governing Body and staff work together to evaluate assets and staff seeks policy guidance from the Governing Body; and

WHEREAS, staff have expertise in real property transactions and m evaluating development strategies to maximize City interests; and

WHEREAS, the Governing Body has developed policy priorities for the use of certain

City-owned land, buildings, and other real property; and

WHEREAS, Santa Fe City Code sole guidance on real property sales is contained in Section 11-10.2 which cites to statutory authority (NMSA 1978, § 3-54-1), or as otherwise provided by law; and

WHEREAS, NMSA 1978, Section 3-54-1 sets forth the statutory process for selling municipal utility facilities and other real property subject to a required referendum period; and

WHEREAS, City-owned land, buildings, and other real property are public property; and

WHEREAS, the Governing Body understands the importance of holding executive sessions for sales of City-owned land, buildings, or other real property.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Governing Body shall hold an executive session to discuss a proposed sale when recommended by staff.

BE IT FURTHER RESOLVED that, if staff does not recommend an executive session, then staff will provide a public presentation regarding the reasons for the recommended sale of City-owned land, buildings, or other real property.

BE IT FURTHER RESOLVED that, regardless of whether or not the Governing Body holds an executive session, prior to the City announcing the sale of any City-owned land, buildings, or other real property that has a value that exceeds $25,000, the Governing Body shall vote to approve a proposed announcement that includes the address, name, and description of the relevant property during a public meeting.

BE IT FURTHER RESOLVED that the Governing Body shall review this Resolution within three (3) years of the date of adoption to evaluate the efficacy of the process it establishes.

BE IT FURTHER RESOLVED that this Resolution shall apply to properties that are not already announced as "for sale" at the time of the adoption of this Resolution.

PASSED, APPROVED, and ADOPTED this 10th day of March, 2021.

ALAN WEBBER, MAYOR

ATTEST:

Kristine Mihelcic (Mar 14, 2021 10:36 MDT)

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/2021-16 GB Approval for Offering of Public Land for Sale

ANNOUNCEMENT OF PUBLIC SALE OR LEASE

The City of Santa Fe Metropolitan Redevelopment Agency hereby publicly announces that certain city-owned real estate parcels, all or portions thereof, at the Midtown Site are available for purchase or lease. Disposition and development of the Midtown Site parcels are pursuant to the Midtown Master Plan and the Midtown Community Development Plan approved by the City's Governing Body. The Midtown Site address is 1600 St. Michaels Drive, Santa Fe, NM. The specific tracts associated with this public offer are: Tract H-1a; Tract J-1a; Tract J-1b; Tract K-1b; Tract M-1a; Tract M-1b; Tract Q-1a; Tract R2-1b within Projected Section 34, T.17N, R.9E, N.M.P.M., Midtown Site, Santa Fe County, NM, November 2024.

Address requests for information regarding the purchase or lease of Midtown Site parcels to Jack Kelley, MRA Redevelopment Manager, at jekelley@santafenm.gov. This public offer is open until June 20, 2025, which may be extended at the City's sole discretion

Signature: Daniel Hernandez
Daniel Hernandez (Mar 21, 2025 11:48 MDT)

Email: dahernandez@santafenm.gov

Signature: Mark Scott
Mark Scott (Mar 21, 2025 12:20 MDT)

Email: mscott@santafenm.gov

City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909
www.santafenm.gov

Alan Webber, Mayor

Councilors:
Signe I. Lindell, Mayor Pro Tern, District 1
Alma G. Castro, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Lee Garcia, District 3
Pilar F.H. Faulkner, District 3
Jamie Cassutt, District 4
Amanda Chavez, District 4

Dear City Staff,

In accordance with State Statute and City Ordinances, this document serves as a blanket ***services'*** determination and is valid until June 30, 2026, for the types of general, professional, and construction services that are clearly one of the types pre-established and approved by the State Purchasing Agent and City CPO.

Please continue to obtain determinations for services that do not clearly and fully fit within the types listed below. For mixed or hybrid services, unclear scopes of work, and design-build projects, specific determinations will be required. In these cases, please email purchasing_det@santafenm.gov to obtain the necessary CPO determinations for your procurement needs.

Should you have any questions or require clarification on a particular service, feel free to contact CPD.

The following are General Services:

- Air/bus, vehicle charter/rental service
- Animal/k9 boarding - basic
- Auctioneers
- Audio-visual equipment setup and routine maintenance for events and presentations (including projectors, microphones, and speakers)
- Automotive mechanical services - all - including vehicle inspection, diagnostics, repair labor, parts replacement, and routine maintenance (e.g., oil changes, brake service, tune-ups, etc.)
- Banking Services (routine, transaction-based)
- Boiler testing/water treatment service
- Bookkeeping service (routine, transaction-based)
- Biohazard clean-up and disinfection services for crime scenes, homicides, suicides, unattended deaths, car accidents, deadly car crashes and cleanup of police units, along with any other biohazard situations. Building alarm systems, service and repair
- Check collection service
- Clothing, textile fabrication repair service

General Services (continued):

- Commercial laundry service, dry cleaning, etc.
- Communications systems installation, servicing, and repair
- Conference and trade show coordination
- Debt collection service
- Delivery/courier service
- Document storage, duplication, retrieval, review, and destruction service
- Drug testing and screening (standard tests)
- Engraving service
- Equipment installation, preventive maintenance, inspection, calibration, and repair
- Equipment rental services
- Exams administration and scoring service
- Executive recruitment
- Firefighting/suppression service
- Food preparation, vending, and catering services
- Health screening, basic diagnostic (wellness, blood pressure monitoring, blood draw, etc.)
- Herbicide application service
- Household goods packing, storage, transportation service
- HVAC system maintenance service - Includes filter changes, inspections, cleaning, minor repairs, and system diagnostics.
- Information Technology - Hosting only
- Information Technology Help Desk Services
- Information Technology Services requiring software or equipment
- Information Technology Software and Hardware Support Services
- Interpretive services: written/oral/sign language
- Inventory service
- Janitorial service, carpet cleaning, window washing
- Laboratory testing and analysis (standard tests only)
- Land clearing/debris removal service
- Landscaping-tree planting, grooming service, lawn mowing, etc. (but not landscape architects)
- Language translation service
- Linen rental service

General Services (continued):

- Marine equipment inspection, certification, and repair
- Medical equipment rental or repair service (wheelchairs, walkers, etc.), including measurements, adjustments, and modifications to meet patient needs
- Metal/pipe/wiring detection service
- Office furnishings installation, refurbishment, and repair service
- Package inspection and crating
- Painting service
- Paper shredding
- Parking lot sweeping/snow removal service
- Pest/weed control service
- Photographic/micrographic processing and delivery, includes aerial and ground photography (if analysis is included, then personal service)
- Printing/duplicating service
- Process serving
- Property management (ren ection; maintenance, etc
- Recycling/disposal/litter pickup service
- Retreat and workshop planning, conduct, coordination, etc.
- Security/armored car services
- Shop welding/metal fabrication service
- Software as a Service
- Steam cleaning, high pressure washing, parts cleaning service
- Studio photography service (does not include portrait painting)
- Telephone interview service (conduct of survey using prescribed survey instrument)
- Towing service
- Traffic control services - including certified flaggers, barricade setup/removal, temporary signage, and traffic control plans (not involving permanent installations or design engineering)
- Training-when offered as a regular course by an institution (such as a college or university)
- Travel service - air, surface, water
- Videotaping and recording service
- Warehouse dry/cold storage rental service
- Weather information service

The following are Professional Services:

- Accountants (certified public accountants and registered public accountants)
- Actuaries
- Analysts of processes, programs, fiscal impact, and compliance
- Appraisers
- Archeologists
- Architects
- Artwork, original (services creating the artwork)
- Audio/video media productions (design, development, and/or oversight of)
- Auditors
- Broadband
- Business process re-engineering
- Counselors
- Consultants (including IT Consultants)
- Curriculum/Examination development
- Data Backup Services
- Data Storage and Management Services
- Design
- Economists
- Engineers
- Environmental monitoring: noise level, safety, hazardous gas detection, radiation monitoring service, etc.
- Financial Advisors
- Grant writing
- Graphic designers (creative or original in nature)
- Hearing officer services
- Independent Verification and Validation
- Information Technology Hosting when it includes Maintenance and Support
- Information Technology Maintenance
- Information Technology Management
- Information Technology Programming
- Information Technology Risk Assessment

Professional Services (Continued):

- Insurance Adjusters/Brokers
- Investigators (personnel-related, etc.)
- Investment advisors and management
- Labor negotiators
- Landscape Architects
- Lawyers
- Lobbyists
- Managed Network Services
- Management and system analysts
- Management consultants
- Marketing consultants (including identifying market opportunities, conduct of marketing programs, planning, promotion, market research surveys, etc.)
- Medical arts practitioners
- Medical - doctors, immunizations, etc.
- Mental health support - Therapists, Counselors, etc.
- Network Cybersecurity Services
- Network Installation
- Physicals
- Planners
- Policy Advisors
- Polygraph services
- Product Development Services
- Program/Project Managers
- Psychologists
- Public relations advisors/Publicists
- Publication development (creation of audio/video productions, brochures, pamphlets, maps, signs, posters, annual reports, etc.)
- Researchers
- Scientists (Bio/Chem/Env/Geo/Hydro/Mech, etc.)
- Social and Human Services - Includes case management, outreach, crisis intervention, supportive housing assistance, and other services intended to support vulnerable or at-risk populations. Services may be delivered by licensed or trained professionals in coordination with public or nonprofit systems.

Professional Services (Continued):

- Speech writers
- Statisticians
- Surveyors
- Trade developers
- Training - when it is specifically designed for an agency as opposed to established courses (such as out of the box training offered to all at a training company, university, or college)
- Veterinarian services
- Web design and development

The following are Construction Services:

- Bid-Build (Standard)
- Construction Managers
- New Construction (including buildings, roads, bridges, utilities)
- Remodeling and Renovations (interior and exterior work)
- Demolition (including site clearance)
- Excavation and Earthwork
- Electrical Work (installation, repair, upgrades)
- Permanent installation or upgrades of audio-visual systems (including wiring and structural modifications)
- Plumbing (installation, repair, maintenance)
- Masonry and Concrete Work
- Roofing (installation, repair, maintenance)
- Structural Repair and Reinforcement
- Stucco installation, repair, and finishing
- Painting and Finishing (for construction purposes)
- Mechanical Work (HVAC systems, etc.)
- Site Preparation and Land Grading
- Utility Installation and Repair (water, sewer, gas lines)

Travis Dutton-Leyda, Chief Procurement Officer

_____ Date: 06/30/2025

Emily Oster, Finance Director

Emily K. Oster _____ Date: 06/30/2025

Signature: Carly Venditti

Email: cavenditti@santafenm.gov

Signature: Mark Scott
Mark Scott (Nov 29, 2025 13:18:48 MST)

Email: mscott@santafenm.gov

CITY OF SANTA FE

The Purchasing Memo

Date: December 4, 2025

To: Governing Body and Finance Committee

From: Andrea Phillips, Deputy City Manager ANDREA PHILLIPS (Dec 5, 2025 10:09:03 MST)

Via: Mark Scott, City Manager Mark Scott (Dec 5, 2025 11:02:22 MST)

Subject: Contract Amendment #1-Arthur J. Gallagher-FY26 Insurance Premiums

Vendor Name: Arthur J. Gallagher & Co

Munis Vendor Number: Item #25-0278 (Munis number 3250637)

ITEM AND ISSUE:

The City Manager/Risk Management Office respectfully requests your review and approval of Contract Amendment #1 with Arthur J. Gallagher & Co. for an additional $174,020 for inland marine insurance premiums and additional premiums resulting from possible policy audits for a total new contract amount of $4,133,989.08.

CONTRACT NUMBER:

The FY26 Munis contract number is #3260029

BACKGROUND AND SUMMARY:

Arthur J. Gallagher was selected through a competitive RFP process (#25127) to serve as the City's broker for comprehensive insurance coverage. The City's plan year is July 1 to June 30 and each year the City must renew these policies. Funding for the premiums is budgeted in FY 2026. At the June 25 Governing Body meeting, Council authorized the professional services contract with Arthur J. Gallagher for a four-year period and on June 30, 2025, the Governing Body authorized insurance coverages/premiums with several carriers through the Broker. Recently, AJ Gallagher notified the city that the inland marine/commercial equipment coverage was not included in the quotes/proposals that was approved by the Governing Body, although it is part of the Hanover policy. The city is covered, but payment is due. This type of coverage is offered through Hanover, which also provides the City's automobile/vehicle coverage. The quote for this coverage is $49,020, and covers heavy equipment and machinery such as backhoes, trailers, street sweepers, loaders, etc.

In addition to the cost of the premium for inland marine coverage, staff seek approval for an additional amount of $125,000 in this fiscal year to cover additional premium costs, should they be assessed on the city as a result of policy audits. Costs are based on the information provided to the insurers; and therefore, premium costs may fluctuate throughout the year as items come off or are added to the policy. For example, the city's workers' compensation policy/program is currently being audited, which could result in additional premiums with audited payroll and classification information. The Excess Workers' Compensation policy is audited annually at policy expiration. The "estimated" payroll is provided when the policy is renewed and the "actual" payroll is requested at expiration through an audit. The difference in the two numbers will generate additional or return premiums.

The city's vehicle/auto listing may also be audited, which could result in additional costs. As the city adds additional vehicles, equipment and properties in the remaining months of the year, additional premiums under those respective policies. The carrier will take the difference in number of autos/equipment submitted from the expiring policy term and the renewal term and the difference in the two numbers will generate additional or return premiums.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Risk Fund (600)

Munis Org Name/Number: 6001750 Risk Admin

Munis Object Name/Number: 555300

Budget Officer / Designee: Andy Hopkins **Date:** 12/04/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

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

Arthur J. Gallagher was selected through a competitive RFP process (#25127) to serve as the City's broker for comprehensive insurance coverage.

Chief Procurement Officer (CPO)/Designee: _____ **Date:** 12/04/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

Treasury/Point of Sale Components included? ☐ Yes | ☒ No

Vehicles included? ☐ Yes | ☒ No

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

Is this an externally funded purchase? ☐ Yes | ☒ No

Is this a Capital Asset or Project? ☐ Yes | ☒ No

ATTACHMENTS:
AJ Gallagher Contract Amendment Number 1
Inland Marine Equipment Quote from Hanover Insurance through AJ Gallagher

CITY OF SANTA FE

Annual Insurance Premiums

AMENDMENT NO. ONE TO

CONTRACT # 3260029

This AMENDMENT No. One the "Amendment") amends the CITY OF SANTA FE CONTRACT, dated June 30, 2025 (the "Contract"), between the City of Santa Fe (the "City") and Arthur J. Gallagher ("Gallagher" or "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

1. RECITALS

A. Under the terms of the subject Contract, Contractor has agreed to provide the City with Annual Insurance Premiums and through the parent contract, Item #25-0278 (Munis number 3250637) related broker services, including administration of insurance premium payments made to carriers on behalf of the City.

B. The Parties acknowledge that a needed coverage for the 25/26 policy period was omitted from the original premium calculation ("omitted coverage"), and that certain lines of coverage under the Contract are subject to carrier audits which may result in additional premiums ("Audit Premiums").

C. Pursuant to the Amendment Article of the original Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, the City and the Contractor agree as follows:

2. SCOPE OF WORK

Article 1 of the Arthur J. Gallagher Contract To Proposal For Insurance (Contract No. 3260029 Item and No.25-0291) is amended to increase the amount of compensation by a total of $174,020.00 so that the following paragraph, inserted after the Coverage/Carrier table, reads as follows:

> The City shall compensate the Contractor based the required types of insurance. For the types of insurance required, the City agrees pay the Contractor $4,133,989.08. Invoicing and Payment Terms Payment will be made upon the City's acceptance of deliverables and receipt of a detailed, certified invoice from the Contractor. Payments will be sent to the Contractor’s designated address. The City

shall issue payment in accordance with the timelines required by law.

3. CONTRACT IN FULL FORCE

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF SANTA FE:

_____

ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR: ARTHUR J. GALLAGHER

Maria King
_____

MARIA KING, BRANCH PRESIDENT

DATE: Dec 4, 2025

NMBTIN: _____

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Christopher W. Ryan
Christopher W. Ryan (Dec 4, 2025 10:37:24 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
_____

EMILY OSTER, FINANCE DIRECTOR

Amendment One - AnnualInsurancePremiums v2

Final Audit Report 2025-12-04

Created:	2025-12-04
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5OTalZsVl3j3hbyWD2jqxIUnJ4gDLuIT

"Amendment One - AnnualInsurancePremiums v2" History

Document created by MATTHEW HARDING (mrharding@santafenm.gov)
2025-12-04 - 5:18:01 PM GMT- IP address: 63.232.20.2

Document emailed to Maria King (maria_king@ajg.com) for signature
2025-12-04 - 5:19:32 PM GMT

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2025-12-04 - 5:19:47 PM GMT- IP address: 72.152.84.142

Document e-signed by Maria King (maria_king@ajg.com)
Signature Date: 2025-12-04 - 5:34:01 PM GMT - Time Source: server- IP address: 170.85.54.196

Document emailed to Chris Ryan (cwryan@santafenm.gov) for signature
2025-12-04 - 5:34:03 PM GMT

Email viewed by Chris Ryan (cwryan@santafenm.gov)
2025-12-04 - 5:36:39 PM GMT- IP address: 104.47.65.254

Signer Chris Ryan (cwryan@santafenm.gov) entered name at signing as Christopher W. Ryan
2025-12-04 - 5:37:22 PM GMT- IP address: 63.232.20.2

Document e-signed by Christopher W. Ryan (cwryan@santafenm.gov)
Signature Date: 2025-12-04 - 5:37:24 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2025-12-04 - 5:37:24 PM GMT

Powered by Adobe Acrobat Sign

Item #: 25-0291
Munis Contract #: _____
SWPA/GSA/Coop/RFP/ITB#: _____

CITY OF SANTA FE

CONTRACT TO PROPOSAL FOR INSURANCE

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **Arthur J. Gallagher ("Gallagher" or "Contractor")**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

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

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

The City and the Contractor hereby agree as follows:

1. Scope of Work

Pursuant to the terms of the Arthur J. Gallagher contract, Item #25-0278, with the City, and Exhibit A, the Contractor shall purchase the following insurance coverages on behalf of the City:

	Coverage/Carrier
☑ Accept ☐ Reject	**Property - $522,225.71** AIG Specialty Insurance Company
☐ Accept ☑ Reject	**TRIA - Property**
☑ Accept ☐ Reject	**Excess Property – 98,680** Mitsui Sumitomo Insurance Co of America
☐ Accept ☑ Reject	**TRIA - Excess Property**
☑ Accept ☐ Reject	**Auto PD & Inland Marine - $175,135** Hanover Insurance Company - $175,135
☐ Accept ☑ Reject	**TRIA - Auto PD & Inland Marine**

☑ Accept ☐ Reject ☐ Accept ☑ Reject ☑ Accept ☐ Reject ☐ Accept ☑ Reject ☐ Accept ☑ Reject	**Excess Liability - $2,010,174.62 (RECOMMEND)** Gemini Insurance Company - $2,443,746.18 Gemini Insurance Company & Lexington - $2,010,174 Obsidian Specialty - $1,802,552 Obsidian Specialty - $2,214,561 Obsidian Specialty - $2,575,075 **The City is rejecting all 3 Obsidian Specialty options.**
☐ Accept ☑ Reject	**TRIA - Excess Liability**
☑ Accept ☐ Reject	**Fiduciary Liability - $11,300** National Union Fire Insurance Company of Pittsburgh PA
☐ Accept ☑ Reject	**TRIA - Fiduciary Liability**
☑ Accept ☐ Reject	**Storage Tank Liability - $14,643** ACE American Insurance Company
☐ Accept ☑ Reject	**TRIA - Storage Tank Liability**
☑ Accept ☐ Reject	**Excess Workers' Compensation - $417,683** Safety National Casualty Corporation
Included*	**TRIA - Workers' Compensation**

☑ Accept ☐ Reject ☑ Option # 1	**Airport Liability - $14,164 (RECOMMEND – will offer 2 year)** Starr Indemnity & Liability Company
☐ Option # 2	ACE Property & Casualty Insurance Co - $12,064 (will offer 3-year option)
☐ Accept ☑ Reject	**TRIA - Airport Liability**
☑ Accept ☐ Reject	**Environmental Liability (City) - $138,384.53** Evanston Insurance Company
☐ Accept ☑ Reject	**TRIA - Environmental Liability**
☑ Accept ☐ Reject	**Environmental Liability SFSWMA- $56,645** Evanston Insurance Company
☐ Accept ☑ Reject	**TRIA - Environmental Liability**
☑ Accept ☐ Reject	**Fine Art - $5,870** StarNet Insurance Company
☐ Accept ☑ Reject	**TRIA - Fine Art**
☑ Accept ☐ Reject	**Cyber Liability - $62,975.00** Palomar Excess and Surplus Insurance Company - $62,975.00 (**RECOMMEND**)
☐ Accept ☑ Reject	Palomar Excess and Surplus Insurance Company - $117,693.29

☐ Accept ☑ Reject	Resilience - $66,436.94
☐ Accept ☑ Reject	Resilience - $111,243.24
☑ Accept ☐ Reject	**Crime - $8,065** National Union Fire Insurance Company of Pittsburgh PA
☐ Accept ☑ Reject	**TRIA - Crime**
☑ Accept ☐ Reject	**Property – SFUAD Primary (Non-Hab) – Lexington - $105,578.08** Lexington Insurance Company
☐ Accept ☑ Reject	**TRIA - Property**
☑ Accept ☐ Reject	**Property - SFUAD Primary Landmark (Non-Hab) - $128,959.76** Landmark American Insurance Company
☐ Accept ☑ Reject	**TRIA - Property**
☑ Accept ☐ Reject	**Property – SFUAD Primary Kinsale (Non-Hab) - $20,961.11** Kinsale Insurance Company
☐ Accept ☑ Reject	**TRIA - Excess Property**

☑ Accept ☐ Reject	**Excess Property – SFUAD Endurance (Non-Hab) - $38,505.61** Endurance American Specialty Ins Co
☐ Accept ☑ Reject	**TRIA - Excess Property**
☑ Accept ☐ Reject	**Excess Property – SFUAD Arch (Non-Hab) - $34,741.88** Arch Specialty Insurance Company
☐ Accept ☑ Reject	**TRIA - Excess Property**
☑ Accept ☐ Reject	**Excess Property – SFUAD Homeland (Non-Hab) - $95,277.78** Homeland Insurance Company of New York
☐ Accept ☑ Reject	**TRIA - Excess Property**

Exposures and Values

The City confirm the payroll, values, schedules, and any other information pertaining to the City's operations, and submitted to the underwriters, were compiled from information provided by the City. If no updates were provided to Gallagher, the values, exposures and operations used were based on the expiring policies. The City acknowledges it is its responsibility to notify Gallagher of any material change in its operations or exposures.

Additional Terms and Disclosures

Gallagher is not an expert in all aspects of the City's business. Gallagher's Proposals for insurance are based upon the information concerning the City business that was provided to Gallagher by the City. Gallagher expects the information the City provides is true, correct and complete in all material respects. Gallagher assumes no responsibility to independently investigate the risks that may be facing the City's business, but rather have relied upon the information the City provides to Gallagher in making our insurance Proposals.

The terms of Item # 25-0278 , in particular paragraphs 23 and 24 of Item # 25-0278, govern this contract **to the extent they conflict with the terms of this contract**. Gallagher's liability to the City arising from any of Gallagher's acts or omissions will not exceed $20 million in the aggregate. The parties each will only be liable for actual damages incurred by the other party, and will not be liable for any indirect, special, exemplary, consequential, reliance or punitive damages. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with the Proposal, any of Gallagher's services or your relationship with Gallagher may be brought by either party any later than two (2) years after the accrual of the claim or cause of action.

Gallagher shall protect the City's confidential information from unauthorized use or disclosure pursuant to Gallagher's Privacy Policy located at https://www.ajg.com/privacy-policy/.

The City has read, understands and agrees that the information contained in Exhibit A and all documents attached to and incorporated into the Exhibit A, is correct and has been disclosed to the City prior to authorizing Gallagher to bind coverage and/or provide services to the City. By signing below, or authorizing Gallagher to bind the City's insurance coverage through email when allowed, the City acknowledge the City has reviewed and agrees with terms, conditions and disclosures contained in the Exhibit A.

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

CITY OF SANTA FE:

MAYOR, ALAN WEBBER

CONTRACTOR:

Maria King

MARIA KING, AREA PRESIDENT

DATE: 06/27/2025

4

NMBTIN#: _____

City of SF Business License #: _____

ATTEST:

CITY CLERK

GB MTG 06/30/2025

CITY ATTORNEY'S OFFICE:

Christoher W. Ryan
Christoher W. Ryan (Jun 27, 2025 16:44 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

Purchasing_Memo_AJ Gallagher Contract Amendment 1_insurance premiums

Final Audit Report 2025-12-05

Created:	2025-12-05
By:	Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQhnHw99yKbRmSTMDUKWYoGsytVGPQHUF

"Purchasing_Memo_AJ Gallagher Contract Amendment 1_insurance premiums" History

Document created by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
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2025-12-05 - 0:29:58 AM GMT

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2025-12-05 - 6:06:59 AM GMT- IP address: 172.59.2.86

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2025-12-05 - 6:02:03 PM GMT- IP address: 63.232.20.2

Document e-signed by Mark Scott (mscott@santafenm.gov)
Signature Date: 2025-12-05 - 6:02:22 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2025-12-05 - 6:02:22 PM GMT

Auto Physical Damage and
Contractors Equipment

INSURANCE RENEWAL PROPOSAL

City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87504

Prepared For:

AJG Risk Management Services LLC
Public Entities Practice Group
18201 Von Karman Suite 200
Irvine, CA 92610
Attn: Nasreen Kopecky

Prepared by: Soo Min Kim

THE HANOVER INSURANCE COMPANY - INLAND MARINE DIVISION

This proposal shows the premiums for the general coverages described, but in no way changes or affects any terms, conditions or exclusions of policies as actually issued. Premiums shown are based on information furnished the company.

Proposal Dated:	Effective Dates
6/18/2025	7/1/24 to 7/1/25

AUTO PHYSICAL DAMAGE

Covered property - **Your vehicles and vehicles you have leased FROM OTHERS under a written lease contract**

COVERAGE LIMITS

Scheduled Vehicles on File – Schedule received 6/18/2025 ☒

Catastrophe Limit – The most we pay for loss in any One occurrence for all Vehicles is: $10,000,000

Perils Covered: "All risk" subject to perils excluded

Coverage Extensions:

* Additional Debris Removal Expenses	**$50,000**

Supplemental Coverages:

* Newly Acquired and substitute Vehicles	$1,500,000
*Number of Days	365
* Pollutant Cleanup And Removal	**$25,000**
* Towing and Labor Costs	$25,000
* Rental Reimbursement	$500 per day / $10,000 max.

Property Not Covered:
Aircraft or Watercraft; Cargo; Communication Equipment; Contraband; Leased or Rented Property; Personal Effects; Mobile Equipment; Tools; Loaned Property; Suspended, Revoked, or Invalid License; Waterborne Property.

Perils Excluded:
Civil Authority; Nuclear Hazard; War and Military Action; Contamination or Deterioration; Criminal, Fraudulent, Dishonest or Illegal Acts; Loss of Use; Mechanical Breakdown; Missing Property; Pollutants; Temperature/Humidity; Voluntary Parting; Wear and Tear; Weight of Load.

Conditions:

1. **Terms are per Hanover form 1M441-1075 01 09 unless otherwise noted below.**

2. **Annual adjustment at 50% of agreed rates. Manuscript Endorsement –** Annual Adjustment-Reporting Provisions

3. **Replacement cost not to exceed amount on schedule. Manuscript Endorsement** – Valuation.

4. **Newly acquired vehicles covered up to $1,500,000 per unit. Values over this must be reported to company upon acquisition.**

5. **Personal effects of $1,000 per person and $10,000 per occurrence in a vehicle not subject to a special deductible (policy deductible applies). Manuscript Endorsement -** Personal Effects & Rental Reimbursement Extension - IM 7851 F

6. **Coverage included for permanently installed communication equipment included in value of auto. Mobile equipment can be covered under a separate CE form for additional premium. Manuscript Endorsement –** Communication Equipment.

7. **Manuscript Endorsement –** Maximum Deductible.

8. **Manuscript Endorsement –** Maximum Aggregate Policy Limit.

9. **Manuscript Endorsement –** Vehicles Borrowed From Others.

10. **Manuscript Endorsement –** Amended Property Not Covered and Amended Definition of Vehicles.

Form:	**IM441-1075 01 09**
Rate:	$0.231
Rating Base:	$75,816,049 Total Insured Value of Vehicles
Premium:	$175,135
Deductible:	$25,000

CONTRACTORS EQUIPMENT - ANNUAL ADJUSTMENT

Coverage Form

IM441-1471 Contractor's Equipment Coverage is "all risk" subject to policy form terms, conditions, and exclusions.

Property Covered

Contractor's Equipment per Schedule Submitted	$21,120,671
Unscheduled Contractor's Equipment	
Unscheduled Contractor's Equipment Limit of Insurance	$100,000
Unscheduled Maximum Limit Per Any One Item	$10,000
Newly Acquired Contractor's Equipment	
Maximum Limit Per Any One Item	$1,500,000

Deductible

Per Occurrence Deductible	Same as for Automobiles

Valuation	Replacement Value
Coinsurance	Waived

Additional Coverages:

Business Personal Property	$25,000
Continuing Rental or Lease Expense	$25,000
Contract Penalty	$25,000
Debris Removal - Additional Limits	$100,000
Employee Tools and Work Clothing	
Any One Occurrence	$10,000
Any One Item	$2,500
Engine Emissions Green Coverage	
Any One Occurrence	$5,000
Any One Policy Period	$10,000
Equipment Borrowed From Others	$50,000
Equipment Leased and Rented FROM Others	**$500,000**
Equipment Leased or Rented TO Others	**$50,000**
Equipment Loaned To Others	$50,000

Expediting Expense	$25,000	
Extended Warranties	$5,000	
False Pretense	$100,000	
Fire and Police Department Service Charges	$50,000	
Fire Suppression Equipment	$50,000	
Hauling Property of Others as a Carrier for Hire	$200,000	
Installation or Rigging Property	$25,000	
Loss Adjustment Expenses	$5,000	
Pollutant Clean Up and Removal	$100,000	
Preservation of Property	$5,000	
Rental Reimbursement	$100,000	
Rental Reimbursement Waiting Period	72	Hours
Reward Payments	$25,000	
Spare Parts and Fuel	$25,000	
Theft Prevention Devices Deductible Waiver	$25,000	
Waterborne Property	**$500,000**	

Rates And Premiums:

Coverage	Annual Rate	Annual Premium		Minimum Premium
Contractor's Equipment	$0.231	$48,789	Deposit	$33,000
Miscellaneous Tools	FLAT	$231	FLAT	$231

Total Annual Premium (including Deposit) **$49,020**

Reporting Condition:

Contractor's Equipment **Annual Reporting / Annual Adjustment**

Special Terms and Conditions

- This coverage is subject to annual adjustment.
- We may elect to provide loss control service to this account and would anticipate compliance with any essential recommendations.

CITY OF SANTA FE

Date: October 24, 2025

To: Governing Body

From: Romella Glorioso-Moss, Complete Streets Capital Projects Manager RGM

Via: Regina Wheeler, Public Works Department Director Regina Wheeler (Oct 27, 2025 09:21:14 MDT)

Subject: Capital Appropriation Agreement Project C5253296 for Rufina Lopez Lane Intersection

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ACTION:
Request for Approval of Capital Outlay Grant Agreement with New Mexico Department of Transportation for Project C5253296 Rufina Lopez Lane Intersection Improvements in the Total Amount of $400,000 with a Reversion Date of June 30, 2029. (Romella Glorioso-Moss, Complete Streets Capital Projects Manager, rsglorioso-moss@santafenm.gov)

Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $400,000 from the 2025 Capital Appropriation to FY26 Revenue and WIP Design for Improvements to the Rufina Lopez Lane Intersection.

BACKGROUND AND SUMMARY:
This grant agreement is for Capital Appropriation ID J3296 in the amount of $400,000 "…to acquire rights of way and to plan, design and construct improvements to the Rufina Street and Lopez Lane intersection ...". Roadway improvements may include the construction of a roundabout, ADA compliant sidewalks and buffered bicycle lanes.

A separate resolution designating signatories and accepting responsibility for the project is required by NMDOT to execute this grant. That resolution will be brought to the Governing Body under a separate action.

ATTACHMENTS:
Grant Agreement NMDOT C5253296
BAR
PLID Form

FUNDING SOURCE:
New Mexico Department of Finance & Administration Capital Outlay Grant Agreement Capital Appropriation Project ID J3296
Fund Name/Number: CIP Streets/330
Munis Org Name/Number: Streets Roadways/ 3309980
Munis Object Name/Number: WIP Design/572960
Munis Revenue Object Name/Number: NM DOT/490150

Budget Officer/Designee: _____ Date: _____
Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:
Not Applicable

Chief Procurement Officer (CPO)/Designee: _____Date: _____
CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:
IT Components included? ☐ Yes | ☒ No
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Treasury/Point of Sale Components included? ☐ Yes | ☒ No
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures, included? ☒ Yes | ☐ No
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Is this an externally funded purchase? ☒ Yes | ☐ No
If yes, what is the issuing agency: New Mexico Department of Finance & Administration
Approval: ERIKA LUJAN ERIKA LUJAN (Nov 25, 2025 11:51:51 MST) Title: Grant Manager Date: Nov 25, 2025
Comment/Exceptions: Grant Agreement Capital Appropriation Project J3296

Capital Asset or Project? ☒ Yes | ☐ No
Project Ledger Number _____
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Contract Number: _____
Vendor Number: 0000054360
Control Number: HW2C5253296

NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT
DEPARTMENT OF TRANSPORTATION
CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Department of Transportation, ("**Department**") and City of Santa Fe, ("**Grantee**") (individually "**Party**" and collectively "**Parties**"). This Agreement shall be effective as of the date the Department executes it ("**Effective Date**").

WITNESSETH

WHEREAS, in the Laws of 2025, HB450, Chapter 159, Section 39, Subsection 76, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of funds from this appropriation, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

AGREEMENT

I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION

A. **C5253296** ("**Project**"), Appropriation ID **J3296**, Reversion Date **6/30/2029** ("**Reversion Date**"). Laws of 2025, Chapter 159, Section 39, Subsection 76, (Four Hundred Thousand Dollars and No Cents) **($400,000), to acquire rights of way and to plan, design and construct improvements to the Rufina street and Lopez lane intersection in Santa Fe in Santa Fe county; .**

B. Grantee's total reimbursements shall not exceed Four Hundred Thousand Dollars and No Cents, (**$400,000)** ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, Zero Dollars and No Cents, which equals Four Hundred Thousand Dollars and No Cents ("**Adjusted Appropriation Amount**").

C. In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I, the language of the laws cited herein shall control.

The information contained in Article I is referred to collectively as the "**Project Description.**"

II. DISBURSEMENT LIMITATION

A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying

expected expenditures per milestone (collectively, "**Project Budget**"). The Department shall review and approve the Project Budget by approving a Notice of Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a sample of which is attached hereto as **Exhibit B** and incorporated herein by reference. After receipt of approved Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:

a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
b. The total amount received by Grantee shall not exceed the lesser of:
    i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
    ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third Party Obligation(s); and
c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, and execution of binding written obligations or purchase orders with third-party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project ("**Third Party Obligations**"); and
d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
e. In the event capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
    i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
    ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.

B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(e) (i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and

C. Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation, and request the Third Party to begin work after issuance of a Notice of Obligation by the Department.
b. Grantee acknowledges and agrees that any Third Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.
c. Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is incorporated herein and attached hereto as **Exhibit B.**

D. Grantee shall provide all necessary qualified personnel, materials, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit C**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit C** from time to time without the need for a formal amendment of this Agreement.

F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.

G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

III. NOTICES

The following provisions shall apply whenever written notices, including written decisions, are to be given or received related to this Agreement.

A. The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: City of Santa Fe
Name: Regina Wheeler
Title: Public Works Director
Address: P.O. Box 909, Santa Fe, New Mexico 87504
Email: rawheeler@santafenm.gov
Telephone:

B. The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee:
Name:
Title:
Address:
Email:
Telephone:

C. The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: Department of Transportation, District 5 Office
Name: Amanda Nino
Title: Capital Outlay District Coordinator
Address: P.O. Box 4127, Santa Fe, NM 87502

Email: Amanda.Nino@dot.nm.gov
Telephone: 505-660-6357

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of the email.

IV. TERM & DEADLINE TO EXPEND FUNDS

A. The term of this Agreement shall begin on the Effective Date and terminate on the 30th day of June during the calendar year of the **Reversion Date** unless Terminated Before Reversion Date ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.

   a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
   b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
   c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third party does not qualify as an expenditure.

V. EARLY TERMINATION

A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:

   a. Termination due to completion of the Project before the Reversion Date;
   b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
   c. Termination for violation of the terms of this Agreement; or
   d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.

B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.

   a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
      i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.
   b. As used herein, "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:

i. Deauthorization, reauthorization, or revocation of a prior authorization.

C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.

D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. Department, in its sole and absolute discretion, may provide written notice to Grantee to suspend entering into further obligations. Upon the receipt of such written notice by the Grantee:

a. Grantee shall immediately suspend entering into new or further written obligations with third parties;
b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
c. Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for a Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension.

a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
b. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(c).
c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

VII. AMENDMENTS

Unless expressly stated otherwise herein, this Agreement shall not be altered, changed, or amended except by an instrument in writing duly executed by both parties hereto with the same formalities as this agreement.

VIII. REPORTING

A. Database Reporting

a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.
b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit A** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement.
c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.
e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

i. request such additional information regarding the Project as it deems necessary; and
ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

B. Requests for Additional Information/Project Inspection

a. During the term of this Agreement and the Record Retention Period, the Department may:
    i. Request additional information regarding the Project as it deems necessary and
    ii. Conduct on-site inspections of the Project at reasonable times and upon reasonable notice.
b. Grantee shall respond to such requests for additional information within the time established by the Department.

IX. REQUEST FOR PAYMENT PROCEDURES

A. Grantee shall request payment by submitting the form attached hereto as **Exhibit A.** Payment requests are subject to the following procedures:

a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
    i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.
    ii. However, Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.

iii. The Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or in a shorter period than the Department may prescribe in writing.
iv. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
v. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.

B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.

C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:

a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or
b. Twenty (20) days from the date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date.

D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.

a. Department's authority to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department under this Agreement, at law, or in equity.

X. PROJECT CONDITIONS AND RESTRICTIONS

A. The following general conditions and restrictions shall apply to the Project:

a. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code.
b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
c. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable.
d. The Project must provide a public benefit above and beyond any incidental benefit to private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico.
e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.

i. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger the Department's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.

f. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
   i. In accordance with all such laws, rules, and regulations, the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from participation in the Project, use of the Project, employment with Grantee, or otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.

g. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restriction, Grantee agrees to take appropriate steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

XI. REPRESENTATIONS AND WARRANTIES

A. Reliance by Department.
   a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.
   b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department in writing of any changes or inaccuracies in the representations and warranties contained herein.

B. Grantee hereby represents and warrants the following:

   a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.
   b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.
   c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee, Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.
   d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.
   e. Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign and submit Requests for Payment on behalf of Grantee.
   f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.
      i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any

function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.

ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.

g. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of the State, any agency, or body in connection with the awarding of any Third Party Obligation.

i. Grantee will require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements.

C. Consequences of False or Misleading Representations. If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:

a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.

D. Survival of Representations and Warranties. The representations and warranties made by the Grantee shall survive the Early Termination or expiration of this Agreement.

XII. PROJECT RECORDS

A. Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles and the State's Model Accounting Practices and, if feasible, maintain a separate bank account or fund with a separate organizational code to ensure separate budgeting and accounting of the funds.

B. For six (6) years following the Project's completion ("**Record Retention Period**"), Grantee shall maintain all Project-related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the Appropriated Amount from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department may prescribe.

C. Grantee shall make all Project records available to the Department, the Department's Independent Public Accountant, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department finds any funds were improperly expended, Grantee shall be required to reimburse the State all amounts found to be improperly expended.

XIII. IMPROPERLY REIMBURSED FUNDS

If the Department determines part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, after ten (10) days' notice to Grantee and the opportunity to return such funds to the Department, the Department may offset any funds due to Grantee from the State, until the Appropriation Amount is fully repaid.

XIV. 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 this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

XV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Parties concerning the subject matter hereof. The Agreement supersedes all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

XVI. REQUIRED NON-APPROPRIATIONS CLAUSE

A. Grantee acknowledges and agrees to include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

   a. "The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico ("**Legislature**") for the performance of this Agreement.
   b. If the Legislature does not make sufficient appropriations and authorization, [Grantee's name] may immediately terminate this Agreement by giving Contractor written notice of such termination.
   c. [Grantee's name]'s decision as to whether sufficient appropriations are available shall be final and accepted by the Contractor. Contractor hereby waives any rights to assert an impairment of contract claim against the [Grantee's name] or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the [Grantee's name] or the State Department of Finance and Administration."

XVII. REQUIRED TERMINATION CLAUSE

A. Grantee acknowledges and agrees to include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

   a. "This contract is funded in whole or in part by funds made available by the State of New Mexico ("**State**"). Should the State terminate its Agreement with [Grantee's name], [Grantee's name] may terminate this contract immediately by providing Contractor written notice of such termination.
   b. In the event of termination pursuant to this paragraph, [Grantee's name] only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date."

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

A. Throughout the term of this Agreement, Grantee shall:

   a. Submit all reports of annual audits and agreed-upon procedures required by § 12-6-3(A)-(B), NMSA 1978 by the due dates established in § 2.2.2 NMAC, reports of which must be a public record pursuant to § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;

b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State's Model Accounting Principals to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.

B. In the event Grantee fails to comply with the requirements of subparagraph A of this Article XVIII, Department may take one or more of the following actions:

a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
b. Require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
    i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit C**, upon notice to Grantee, without need for formal amendment of this Agreement;
    ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("**SBOF**"), an entity separate and distinct from the Department.

a. Grantee acknowledges and agrees:
    i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
    ii. Department's failure to inform Grantee of an SBOF-imposed condition does not affect the validity or enforceability of the condition;
    iii. The SBOF may in the future impose further or different conditions upon the Project;
    iv. All SBOF conditions are attached to the Project and Appropriation Amount without the need for formal amendment of this Agreement;
    v. All applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s) and
    vi. The Department's obligation to reimburse Grantee from the Project is expressly contingent upon the satisfaction of the then-current SBOF conditions.

B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't proceed sufficiently.

a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.

b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this Agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

XX. GENERAL PROVISIONS

A. Assignment: Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.

C. Binding Effect: Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority: Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References: The captions and headings in this Agreement are for the convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts: This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute the same agreement.

G. Digital Signatures: If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

H. Modification: Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed and approved in accordance with applicable New Mexico law and State fiscal policies and rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the State.

I. Statutes, Regulations, Fiscal Rules, and Other Authority: Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.

J. External Terms and Conditions: Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

K. Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and

effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.

L. Survival of Certain Agreement Terms: Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

M. Third Party Beneficiaries: Except for the Parties' respective successors and assigns described in this Agreement, it does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.

N. Waiver: A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

O. Standard and Manner of Performance: Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Grantee's industry, trade, or profession.

P. Licenses, Permits, and Other Authorizations: Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement and shall ensure that all employees, agents, and subcontractors secure and maintain at all times during the term of their employment, agency or subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

Q. Publicity: Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**" means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.

   a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department in advance with respect to all Public Relations, all communications with media, or all communications with any other member of the public with respect to this agreement, except to acknowledge that an agreement does exist.
   b. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
   c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.

R. Data Sharing: The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State's organizational, policy-making, and management of public resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future

developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.

a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.

S. Venue and Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to any conflict of law provisions. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the district courts located in Santa Fe, New Mexico. The Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such suit, action, or proceeding. The Parties waive any objection to the laying of the venue of any such suit, action, or proceeding in the district courts of Santa Fe, New Mexico, and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]
[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Department's date of execution.

APPROVED BY DEPARTMENT:

NMDOT Cabinet Secretary or Designee:

Signature _____ Date _____

(Print Name) _____ (Title) _____

AS TO LEGAL FORM AND SUFFICIENCY

General Counsel's Office:

Signature _____

(Print Name) _____ (Title) _____

APPROVED BY GRANTEE: **City of Santa Fe**
Entity Name

Official with Authority to Bind Grantee:

Signature _____

(Print Name) _____ (Title) _____

Date _____

Fiscal Officer or Chief Financial Officer:

Emily K. Oster
Signature _____

Emily K. Oster (Print Name) _____ Finance Director (Title) _____

Nov 30, 2025
Date _____

Legal Counsel: (OPTIONAL)

Kevin L. Nault

Kevin L. Nault (Oct 21, 2025 10:29:00 MDT)

Signature

Kevin L. Nault

(Print Name)

Assistant City Attorney

(Title)

Oct 21, 2025

Date

EXHIBIT A
Request for Payment Form and Certification

STATE OF NEW MEXICO
GRANT APPROPRIATION
Request for Payment Form
Exhibit A

I. Grantee Information (Must match your DFA Substitute W-9 Form)

A. Grantee: _____
B. Address: _____
(Complete Mailing, including Suite, if applicable)
_____
City, State, Zip

C. Contact Name/Phone #: _____
D. Grant No: _____
F Project Title: _____
F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____
B. Grant Amount: $ 0.00
C. AIPP Amount *(If Applicable)* : $ 0.00
D. Funds Requested to Date: $ 0.00
E. Amount Requested this Payment: _____
F. Reversion Amount (*if applicable*): $ 0.00
G. Grant Balance: $ 0.00
H. ☐ Final Request for Payment (*if applicable*)

III. Fiscal Year : 2026 (July 1, 2025-June 30, 2026)

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. Certifications

☐ I hereby certify that all conditions and requirements for Payments outlined in the Agreement have been met, including but not limited to:
a. Submission and approval of a Project Budget as per Article IV, Section A of the Agreement.
b. Compliance with the Project Budget and expenditure of funds in accordance with the State Procurement Code and the State's Model Accounting Practices.
c. Submission of supporting documentation as required by the Agreement.
d. Maintenance of all necessary records and documentation as stipulated in the Agreement.

☐ I attest that the information provided is correct; expenditures are properly documented and valid or actual receipts, and that the activity fully complies with Article IX, Sec. 14 of the New Mexico Constitution, known as the "anti-donation" clause.

☐ I hereby certify that all representations and warranties made in the Agreement remain true, accurate, and complete as of the date of this request, and will continue to be so throughout the term of the Agreement. I acknowledge that these representations and warranties are a material inducement for the Department to approve this pay request.

_____
Grantee Fiscal Officer or **Fiscal Agent** (*if applicable*)

_____
Printed Name

Date: _____

_____
Grantee Representative

_____
Printed Name

Date: _____

(State Agency Use Only)

Vendor Code: _____ **Fund No.:** _____ **PO #** _____ **Loc No.:** _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

_____
ASD Officer Date

_____
Division Grant Manager Date

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee #_____

DATE: _____

TO: Department Representative: _____
FROM: Grantee: _____
Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee
Grant Number: _____
Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____
Third Party Obligation Amount: _____

Vendor or Contractor: _____
Third Party Obligation Amount: _____

Vendor or Contractor: _____
Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____
The Amount of this Notice of Obligation: _____
The Total Amount of all Previously Issued Notices of Obligation: _____
The Total Amount of all Notices of Obligation to Date: _____
Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____
Title: _____
Signature: _____
Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

EXHIBIT C

Special Conditions (If Fiscal Agent Required or Anti Donations Issues Exist)

EXHIBIT D
Project Budget Worksheet

Detailed Expenditure Plan
DATE:

Uses of Funds	Development Budget	Request 1	Request 2	Request 3	Request 4	Request 5	Request 6	Request 7	Request 8	Request 9	Request 10	Request 11	Substantial Completion	100% completion	Total
Acquisition Contract Price	$0														$0
Acquisition Closing/Legal/Other	$0														$0
Off-Sites	$0														$0
Site Work	$0														$0
Direct Construction Costs	$0														$0
Contingency(<5%)	$0														$0
Architectural - Design fees	$0														$0
Architectural - Supervision fees	$0														$0
Engineering fees	$0														$0
Real estate attorney/other legal fees	$0														$0
Accounting fees	$0														$0
Impact Fees	$0														$0
Building permits & related costs	$0														$0
Appraisal	$0														$0
Market analysis	$0														$0
Environmental assessment	$0														$0
Soils report	$0														$0
Survey	$0														$0
Marketing	$0														$0
Course of construction insurance	$0														$0
Hazard & liability insurance	$0														$0
Real prop sety taxes	$0														$0
Personal property taxes	$0														$0
Tenant relocation expenses	$0														$0
Other Indirect/Soft Costs	$0														$0
Total Uses	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0

Detailed Procurement Plan
Date

Project Milestones:	Initiation Date	Anticipated Completion Date	Use of Funds	Procurement Type	Procurement Code Exemption	Anticipated Cost

EXHIBIT E

Data Sharing Provisions for New Mexico Capital Outlay Agreements

I. Introduction:

This Data Sharing Provisions Exhibit ("Exhibit") is incorporated into the New Mexico Capital Outlay Agreements ("Agreements") between the State of New Mexico ("State") and [Insert Partner Name] ("Partner"). This Exhibit outlines the terms and conditions under which data will be shared between the Parties to ensure compliance with New Mexico state laws and regulations, focusing on data privacy, security, and compliance.

II. Definitions:

a. Authorized User: An employee, agent, assign, representative, independent contractor, or other person or entity authorized by Partner or State to access, use, or disclose information through this exhibit.

b. Confidential Information: All data or information shared in confidence, with the expectation that it will not be disclosed in an identifiable form. This includes data that is exempt from public disclosure under the New Mexico Inspection of Public Records Act (§ 14-2-1 et seq. NMSA 1978) or other relevant laws.

c. Data Storage: Electronic media that hold recorded information.

d. Data Transmission: The process of moving information over a network from its source to one or more destinations.

e. Direct Identifier: Records or data containing personal identifiers such as names, addresses, and social security numbers.

f. Disclosure: Permission to access, release, transfer, or otherwise communicate confidential information by any means to any third party, except as authorized by the Party that controls the record.

g. Encryption involves using algorithms to encode data, rendering it unreadable without a specific key. It may be necessary during data transmission and/or storage.

h. Information: Any data, figures, statistics, or other facts provided or learned about someone or something, including Confidential Information, that may be legally transmitted under this Exhibit.

i. Limited Dataset: A data file that omits Direct Identifiers.

j. Protected Personally Identifiable Information: Sensitive personal details such as social security numbers and financial account numbers, with specific exclusions as outlined in the Agreements.

III. Purpose:

The purpose of this exhibit is to promote transparency, facilitate information sharing between the parties, support better policy and decision-making, and enhance public services through collaborative data analysis from various sources.

IV. Use of Information:

a. Use of Information obtained or created under this exhibit shall be strictly limited to the purposes stated herein and in the agreements. The parties agree not to sell Information to third parties or use it for commercial, solicitation, or political purposes.

b. Each Party shall serve as the custodian of the Information and comply with all conditions for its use, including security measures to prevent unauthorized access.

c. The Parties shall follow all relevant federal and state laws and regulations governing the use of such Information.

V. Safeguarding Information:

a. Confidentiality: Access to Confidential Information shall be limited to the minimum necessary to accomplish the purposes of this Exhibit. Authorized Users must adhere to the confidentiality requirements.

b. Security: Security practices shall comply with the requirements of the New Mexico Department of Information Technology Act and related regulations. The Parties agree to notify each other within three business days of any suspected or actual security breach.

c. Information Storage and Transmission: Data Storage and Transmission shall take place on an encrypted server with appropriate security controls.

VI. Re-Disclosure of Information:

The Parties agree not to disclose Information except as required by law or with prior written approval of the other Party. If there is a public records request, the Party receiving it shall notify the other Party within three business days.

VII. Ownership of Information:

Legal title to Information shall remain with the provider. The Partner grants the State a royalty-free, non-exclusive, non-transferable license to use the Information in furtherance of the purposes outlined in this Exhibit.

EXHIBIT F
NM DEPARTMENT OF TRANSPORTATION PROVISIONS

The City of Santa Fe shall agree to comply with the following Provisions:

1. Assume the lead role for the Project.
2. Be responsible for all applicable design, environmental and archaeological clearances, and right-of-way acquisition, in accordance with current local, state, federal laws, Uniform Relocation Act, and current design practices and specifications.
3. Be responsible for project development, project construction, construction management, and testing.
4. Utilize the Project Control Number in all correspondence and submittals to the Department.
5. Adopt a written resolution of support for the Project, including as applicable an assumption of ownership, liability, and maintenance responsibility for the scope, or related amenities and required funding to support the Project.
6. Complete the Project using current American Public Works Association (APWA) specifications, implemented Grantee's design standards and specifications, or Department specifications.
7. Use Rental Rate Blue Book rates, if not provided in the Department established equipment rates, in the implementation of this Project. Any equipment rates not found in the Department established rates shall be reimbursed at the Blue Book rates.

The City of Santa Fe shall agree to comply with the following Lighting and Signal Provisions as applicable:

1. After subject signal system(s) has/have been constructed, make provisions for and provide, at its own expense, all electrical energy, routine maintenance such as lamp replacement, emergency shutdown in case of accidental damage or equipment failure and make any repairs necessary due to accidental damage to, or equipment failure of, the signal head and poles.
2. In the event that accidental damage or equipment failure should occur, provide for equipment shut down/or emergency traffic control as needed. In addition, should the accidental damage or equipment failure involve the Controller (and cabinet) or the loop detection system, promptly notify the Traffic Technical Support Bureau of the Department.
3. In the event that the traffic signal should be rendered completely inoperable as a result of accidental damage, secure the intersection with stop signs at all approach legs until such time as the traffic signal is made operable.
4. Make ample future provisions in its budget each year for the cost of maintaining and providing energy to the traffic signals and telephone service to the signal system and intersection lighting.
5. At its own expense, maintain the signal controller and control equipment (the "Controller") including and maintenance of the machine vision vehicle detection system with cameras and emergency vehicle pre-empt system and repair or replace the Controller in the event the Controller and/or cabinet is damaged or there is an equipment failure.
6. After the installation of the roadway lighting system, if any, provide any and all utilities, maintenance, and such other items as may be necessary of continued satisfactory operation of said subject lighting system.
7. Make all timing adjustments to the Signal Control equipment and review the Signal System(s) for efficient and satisfactory operation.
8. Obtain approval from the Department for all signal equipment prior to installation.
9. Require the construction contractor to name the Department and the Grantee as an additional insured in the construction contractor's general liability policy.
10. Enter into a Signalization and Lighting Agreement with the Department's Traffic Technical Support Bureau as required.

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 10/21/25 UPDATE CURRENT PL

Project Title: Rufina-Lopez Lane Intersection Improvements

Project Type: ☑ CIP ☑ Grant ☑ Internal Tracking

Project ID: CIP2533002

Grant ID: S2510/S2626

Approved By: ERIKA LUJAN (Oct 24, 2025 14:55:54 MDT)

CT (Finance Use Only)

Department: Public Works Project Manager: Romella Glorioso-Moss Ext: 6623

Project Date Range: 11/1/25 to 6/30/29 ☐ Create Fixed Asset

☐ Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: NM DOT C5253296 % of Funding: 100

MUNIS ORG: 3309980 MUNIS OBJ: 490150 Awarded Amount: 400,000

Funding Source: _____ % of Funding: _____

MUNIS ORG: _____ MUNIS OBJ: _____ Awarded Amount: _____

Expense String Phase:

A project must have at least one phase identified, this can be used as an additional level of tracking, for example, CIP - Design, Construction, etc. For Grants can be used as reimbursable types, such as transportation, salaries.

(You can create more than one phase and you can default MUNIS ORGs and OBJs, optional)

Phase: WIP Design MUNIS ORG: 3309980 MUNIS OBJ: 572960

Grants Only (list all grants if applicable):

Grantor Name: NM DOT APPRP#J3296-RUFINA ST/LOPEZ LANE Awarded Amount: 400,000

AR Charge Code: 3309980.490150 ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 70000 Federal CFDA (if applicable): N/A

Grantor Name: _____ Awarded Amount: _____

AR Charge Code: _____ ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: _____ Federal CFDA (if applicable): _____

(If grants please provide all grant award documents with form) ☐ Attached Grant Documentation

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Works / Complete Streets	10/21/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Design - Rufina- Lopez Lane Intersection	3309980	572960	CIP2533002	400,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
NMDOT C5253296 - Rufina-Lopez Lane Intersection	3309980	490150	CIP2533002	(400,000)	
				$ -	$ -

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

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	**0**

Carol Swenson — 10/21/2025
Prepared By *{print name}* — Date

N/A
Division Director Signature *{optional}* — Date

JOHN BURNETT (Nov 22, 2025 11:27:43 MST)
Department Director Signature — Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins — Nov 25, 2025
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

CITY OF SANTA FE

Date: November 20, 2025

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

Via: Sam Burnett, Interim Public Works Department Director JOHN BURNETT (Nov 26, 2025 11:57:12 MST)

From: Gabrielle Chavez, Transit Director of Administration Gabrielle Chavez (Nov 26, 2025 10:38:05 MST)

ACTION:
Request for Approval of a Memorandum of Agreement (MOA) with The State of New Mexico Department of Transportation (NMDOT) for Public Transportation Service funding in the Amount of $807,315.10 (Gabrielle Chavez, Transit Director of Administration: gnchavez@santafenm.gov)

Request for Approval of a Budget Adjustment Resolution (BAR) in the Total Amount of $1,009,146 to Budget Proceeds from the MOA with NMDOT in the Amount of $807,315 with Local Match of $201,830 from Transit Fund Balance. (Gabrielle Chavez, Transit Director of Administration: gnchavez@santafenm.gov)

Request Authorization of the Chief Procurement Officer to Issue a Purchase Order to Purchase Six Paratransit E-Transit Buses for an Amount of $400,287 (Gabrielle Chavez, Transit Director of Administration: gnchavez@santafenm.gov)

BACKGROUND AND SUMMARY:
The city has been awarded an FTA Award, identified as FY26 Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Funding for FY26 by the NMDOT Transit and Rail Division. The purpose of the grant is two-fold: to purchase six new Ford E-Transit paratransit, fourteen-passenger vans, each equipped with two rear lift wheelchair positions at $66,714 each for a total of $400,287. These vans will replace three paratransit vans that have met or exceeded their useful life and three expansion paratransit vans for new microtransit service. The 2nd purpose of the grant is to construct EV charging stations for Transit.

FUNDING SOURCE: US DOT FTA Section 5310 (NMDOT-2025-019 and NMDOT 2019-001) FY 2026 Award and Transit Fund Balance
Munis Project Ledger ID: TAD2654005/TAD2654006
Munis Fund Name/Number: Transit/540
Munis Org Name/Number: Transit Capital Projects/5400499
Munis Revenue Obj Name/Number: NM DOT/490150
Munis Expenditure Obj Name/Number: Vehicles > 1.5/571000 and WIP Construction/572970

ATTACHMENTS:
MOA with NMDOT
Project Ledger
Bus Quote
BAR

Grants Manager

ERIKA LUJAN
ERIKA LUJAN (Dec 1, 2025 17:47:51 MST)

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FISCAL YEAR 2026 (FY 26)

MEMORANDUM OF AGREEMENT

BETWEEN

THE NEW MEXICO DEPARTMENT OF TRANSPORTATION

AND

CITY OF SANTA FE

This Agreement is between the **STATE OF NEW MEXICO**, acting through its **DEPARTMENT OF TRANSPORTATION**, Transit and Rail Division (Department), and the **CITY OF SANTA FE** (Subrecipient). This Agreement is effective as of the date of the last party to sign it on the signature page below.

RECITALS

Whereas, 49 U.S.C. Section 5305(e) provides federal assistance for public transportation statewide planning that can be used to provide technical assistance to subrecipients for planning purposes;

Whereas, 49 U.S.C. Section 5307 provides federal assistance for public transportation in small urbanized areas by way of a formula grant program which may be administered by the State;

Whereas, 49 U.S.C. Section 5310 provides federal assistance for public transportation to meet the special needs of seniors and individuals with disabilities by way of a formula grant program administered by the State;

Whereas, 49 U.S.C. Section 5311 provides federal assistance for public transportation in rural areas by way of a formula grant program administered by the State;

Whereas, 49 U.S.C. Section 5339 provides federal assistance for buses and bus-related equipment and facilities by way of a formula and discretionary grant program administered by the State;

Whereas, the State of New Mexico participates in the 49 U.S.C. Section 5305(e), 49 U.S.C. Section 5307, 49 U.S.C. Section 5310, 49 U.S.C. Section 5311, and U.S.C. Section 5339 programs, collectively referred to herein as the Program;

Whereas, the Governor of the State of New Mexico designated the Department to administer the Program funds; and

Whereas, the Subrecipient applied for financial assistance for public transportation services, which was approved by the Department and the Federal Transit Administration (FTA).

Now, therefore, pursuant to Section 67-3-69 NMSA 1978, the parties agree as follows:

1. **Scope of Program.**

   A. **Operations Profile.** The Subrecipient shall provide transportation services to the public within its service area as specified in the Operations Profile submitted with the Application, which is incorporated by reference and is on file with the Department and the Subrecipient.

   B. **Use of Program Equipment.** The Subrecipient agrees that any Program equipment purchased under this Agreement shall be used to provide public transportation service within the area described in the Operations Profile. If the equipment is not used in this manner or withdrawn from service, the Subrecipient shall notify the Department in accordance with *Section 15. Use of Program Equipment*.

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C. **Use of Program Funds.** The services described in the Operations Profile shall remain intact throughout the term of this Agreement. If the services change, the Subrecipient must submit a revised Operations Profile. The Subrecipient shall notify and seek prior approval from the Department if there will be an elimination or a reduction of services greater than twenty percent (20%). Failure to provide notice shall give the Department cause for termination, as described in *Section 7. Termination for Cause*.

D. **Fare Schedule.** The fare schedule, which shall be approved by the Subrecipient's governing body, shall be stated in the approved Operations Profile. The Subrecipient shall provide the Department with prior notification of any changes to the fare schedule and documentation of governing body approval.

E. **Advertising and Public Information (Section 5311).** The Subrecipient shall implement an advertising and information program. Acceptable methods include but are not limited to websites, social media, apps, trip planners, brochures, fliers and handbills, signs and posters, radio announcements, press releases and articles in local and organization newspapers, bulletins, and newsletters. Subrecipients operating fixed and deviated routes shall maintain and update as needed General Transit Feed Specification (GTFS) data. In addition, the name of the service together with the words "Public Transportation" shall be prominently displayed on all vehicle(s) and be readable at a distance of no less than thirty (30) feet. Painted or affixed signing with a decal is acceptable. Magnetic signs are not acceptable. The name shall indicate that the service is a transportation system open to the public. The Subrecipient shall have a telephone number established and operative during hours of transportation services so that the public can access information. All methods of advertising and the signs on the vehicles shall include the telephone number.

F. **Personnel.** The Subrecipient shall maintain and update organizational contacts in BlackCat Transit Data Management System (BlackCat).

2. Cost of Program.

The Department shall provide partial funding to the Subrecipient to cover expenses of the Program as described in the approved Operations Profile in an amount described below:

Subaward FY 26

City of Santa Fe, Santa Fe Trails	Total	Federal	Local
Capital to Subrecipient (80/20)) Section 5310 Equipment	$614,273.25	$ 491,418.60	$ 122,854.65
Capital to Subrecipient (80/20)) Section 5310 Vehicles	$394,870.62	$ 315,896.50	$ 78,974.12
Total Capital	**$1,009,143.87**	**$ 807,315.10**	**$ 201,828.77**

Vehicle acquisition funds that designate payment as capital to subrecipient that are not obligated by contract by September 30, 2026, may revert to the Department.

Capital equipment acquisition funds that are not obligated by contract by September 30, 2027, may revert to the Department.

Capital rehab/renovation and construction project funds that are not obligated by contract by September 30, 2028, may revert to the Department.

This program is funded with grants provided by the FTA Section 5305 Statewide Transportation Planning Formula Program, Assistance Listing number 20.505; FTA Section 5307 Urbanized Area Formula Program, Assistance Listing number 20.507; FTA Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program, Assistance Listing number 20.513; FTA Section 5311 Formula Grants for Rural Areas, Assistance Listing number 20.509; and FTA Section 5339 Bus and Bus Facilities Formula and Discretionary Program, Assistance Listing number 20.526. (**Attachment A**.) The Department's share of Program expenses shall be obtained from the federal government. State funds will not be earmarked or disbursed to fund the

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Program. The Department shall not be responsible for any other costs incurred by the Subrecipient. The Subrecipient shall take all actions necessary to fund its share of the Program.

3. Method of Payment.

The Department shall reimburse the Subrecipient for the Department's share of Program administration, operating assistance, and/or non-vehicle capital upon receipt of invoices with sufficient supporting documentation as determined and approved by the Department indicating that expenses have been paid and/or money is owed.

The Subrecipient is to submit Budget Summary Reports for administration and/or operating assistance on a monthly basis, to be received by the Department by the 25th day of the following month. Reimbursement requests for non-vehicle capital shall be submitted within 30 days of payment to the vendor.

All reimbursement requests shall be submitted to the Department utilizing BlackCat. All expenses must be actual and listed on the invoice as charged. Rounding up or down, other than the total, is not permitted. Only those expenses or percentage thereof, properly documented and deemed eligible, shall be reimbursed. The Department may withhold payment of invoices that are incorrect and/or incomplete.

Subrecipients that receive capital assistance for vehicle purchases are expected to remit payment to the vendor within 30 days of vehicle delivery.

Subrecipients with capital to subrecipient designation will pay the vendor in full for the cost of the vehicle and invoice NMDOT for reimbursement of the federal share (80/20).

Reimbursements will be issued upon receipt of invoices, with sufficient supporting documentation as determined and approved by the Department, indicating that expenses have been paid and/or money is owed. The Subrecipient should refer to the Vehicle Purchase Procedures in the Global Resources section of BlackCat for payment procedures.

4. Eligible Costs.

A. Eligible Costs are those costs attributable to and allowed under the Program and the provisions of 2 CFR Parts 200 and 1201, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

B. Costs incurred by the Subrecipient prior to the effective date of this Agreement or after termination are not eligible for reimbursement.

C. Within forty-five (45) days after completion of this Agreement, the Subrecipient shall submit a final invoice to the Department for Administration and Operating expenses and a financial statement showing the total expense of the Program.

D. Match shall be provided from eligible matching sources.

5. State General Appropriation Funds Not Obligated.

Nothing in this Agreement shall be construed as obligating State general appropriation funds for payment of any debt or liability arising under this Agreement. The parties expressly acknowledge that all payments made under this Agreement are from federal funds appropriated for these purposes.

6. Term.

Upon the signature of all parties, this Agreement becomes effective with a starting date of October 1, 2025.

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Costs incurred under this agreement for Administration and Operating expenses from October 1, 2025, to September 30, 2026, are eligible for reimbursement.

Vehicle acquisition funds that designate payment as capital to subrecipient that are obligated by contract by September 30, 2026, are eligible for reimbursement.

Capital equipment acquisition funds obligated by contract by September 30, 2027, are eligible for reimbursement.

Capital rehab/renovation and construction project funds obligated by contract by September 30, 2028, are eligible for reimbursement.

7. Termination for Cause.

The Department has the option to terminate this Agreement if the Subrecipient fails to comply with any provision. A written notice of termination shall be given at least thirty (30) days prior to the intended date of termination and shall identify all of the Subrecipients breaches on which the termination is based.

The Department may provide the Subrecipient with a reasonable opportunity to correct the breach. If within ten (10) days after receipt of a written notice of termination, the Subrecipient has not corrected the breach or, in the case of a breach which cannot be corrected in ten (10) days, the Subrecipient has not begun and proceeded in good faith to correct the breach, the Department may declare the Subrecipient in default and terminate the Agreement. The Department shall retain any and all other remedies available to it under the law. Upon termination of this Agreement, the Subrecipient shall return the Program equipment as specified in *Section 1. Scope of the Program*.

8. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Congress of the United States. If sufficient appropriations and authorizations are not made, this Agreement shall terminate upon written notice from the Department to the Subrecipient. The Department's decision as to whether sufficient appropriations are available shall be accepted by the Subrecipient and shall be final.

9. Termination Management, Allowable Costs.

In the event of termination, neither party may nullify obligations already incurred for performance or failure to perform. The Subrecipient shall be paid for all the allowable costs incurred prior to the date of termination, subject to audit verification by the Department or its duly authorized representative. The Subrecipient shall not be paid for any costs incurred that are inconsistent with, or contrary to, the terms and conditions of this Agreement.

10. Breach and Dispute Resolution.

A. **Matters to be Submitted to Arbitration**. All disputes and controversies of every kind and nature between the Department and the Subrecipient as to the existence, construction, validity, interpretation or meaning, performance, nonperformance, enforcement, operation, breach, continuance, or termination of this Agreement shall be submitted to arbitration pursuant to the procedure set forth herein.

B. **Procedure**.

1. Either party may demand arbitration in writing, identifying its arbitrator and the issue in controversy.
2. Within twenty (20) days after demand, the other party(s) shall name its arbitrator. In the event of a default, an arbitrator shall be named by the American Arbitration Association (AAA).
3. The two (2) arbitrators then shall name a third arbitrator within twenty (20) days. In the event of a default, the Federal District Court of New Mexico will appoint a third arbitrator within thirty (30) days. In the event of a default, the AAA shall appoint the third arbitrator.

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4. Each party shall pay their individual arbitration costs and expenses. The parties will share the arbitrators' fees, costs and expenses equally.
5. The arbitrators shall schedule a hearing, providing at least twenty (20) days' written notice to the parties.
6. The arbitrators' award shall be final and binding on all parties, and the parties agree to be bound by such award.
7. The parties shall follow the Commercial Arbitration Rules of the AAA, unless specified differently in this Agreement or negotiated with a signed written agreement prior to the hearing.

C. **Arbitration as Bar to Suit**.

1. The parties stipulate that the arbitration provisions of this Agreement shall be a complete defense to any suit, action, or proceeding instituted in federal, state, or tribal court or before an administrative tribunal with respect to any controversy or dispute arising during the period of this Agreement and which is capable of being arbitrated as set forth in this Agreement.

2. The arbitration provisions of this Agreement shall, with respect to such controversy or dispute, survive the termination or expiration of this Agreement.

D. **Lack of Arbitrators' Authority to Modify Agreement**. Nothing contained in this Agreement shall be deemed to give the arbitrators any authority, power, or right to alter, change, amend, modify, add to, or subtract from any of the provisions of this Agreement.

E. **Enforcement**. Failure by either party to arbitrate any dispute pursuant to the procedure set forth herein when a demand to do so has been made by the other party or failure by either party to comply with the arbitration award shall amount to a material breach of this Agreement and shall entitle the party who demanded arbitration to cease performance of any obligation set forth in this Agreement at the sole discretion of that party.

F. **Nonapplicability of Uniform Arbitration Act**. To the extent allowed by law, this Agreement is not subject to enforcement under the Uniform Arbitration Act, NMSA 1978, Sections 44-7A-1 *et seq*.

11. Procurement Requirements.

The Subrecipient shall purchase Program equipment pursuant to procedures established by 2 CFR Parts 200 and 1201, the United States Department of Transportation (U.S. DOT), the FTA, applicable New Mexico State Law, and the standards set forth in: Third Party Contracting Guidance, FTA Circular 4220.1G; and the Americans with Disabilities Act of 1990, Pub. L. No. 101-336.

The Subrecipient agrees to comply with 49 U.S.C. Section 5323(j) as amended by the Infrastructure Investment in Jobs Act (IIJA).

Prior to awarding a bid award or execution of a contract for services or capital equipment in excess of $10,000, the Subrecipient shall seek concurrence in writing from the Department.

12. Rolling Stock.

In acquiring rolling stock, the Subrecipient agrees that the parties are bound by the following provisions:

A. **Method of Acquisition**. In compliance with 49 U.S.C. Section 5325(f), the Subrecipient agrees that any third party contract award it makes for rolling stock will be based on initial capital costs, or on performance, standardization, life cycle costs, and other factors, or on a competitive procurement process.

B. **Multi-year Options**. In accordance with 49 U.S.C. Section 5325(e)(1), the Subrecipient procuring rolling stock financed with Federal assistance under 49 U.S.C. Chapter 53 may not enter into a multiyear contract

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with options, exceeding five (5) years after the date of the original contract, to purchase additional rolling stock and replacement parts.

C. **Buy America**. The Subrecipient agrees to comply with the requirements of 49 U.S.C. Section 5323(j) and FTA regulations, "Buy America Requirements," 49 C.F.R. Part 661, and any amendments to those regulations that may be promulgated.

D. **Pre-Award and Post-Delivery Audits**. The Subrecipient agrees to comply with the requirements of 49 U.S.C. Section 5323(m) and FTA regulations, "Pre Award and Post Delivery Audits of Rolling Stock Purchases," 49 C.F.R. Part 663, and any amendments to those regulations that may be promulgated.

E. **Bus Testing**. To the extent applicable, the Subrecipient agrees to comply with the requirements of 49 U.S.C. Section 5318(e) and FTA regulations, "Bus Testing," 49 C.F.R. Part 665, and any amendments to those regulations that may be promulgated.

13. Insurance.

The Subrecipient shall maintain liability, comprehensive, collision, and uninsured motorist insurance adequate to protect the Program equipment, and satisfactory to the Department. The Department shall be named as an additional insured and a loss payee on Subrecipient's policy for each vehicle on which the Department has a lien. A certificate of insurance shall be provided to the Department and it shall state that coverage provided under the policy is primary over any other valid insurance. The Subrecipient shall provide the Department with documentation of subsequent renewals and shall keep a copy of the insurance policy, which shall be accessible to the Department.

The Subrecipient shall require contractors and subcontractors hired to perform the services under this Agreement to have a commercial general liability insurance policy. The Department shall be named as an additional insured on the contractor's and subcontractor's policy and a certificate of insurance shall be provided to the Department and it shall state that coverage provided under the policy is primary over any other valid insurance.

The Subrecipient shall require contractors and subcontractors hired to perform services under this Agreement to indemnify, defend and hold harmless the State of New Mexico, the Department, its officers, agents and employees from and against all suits, actions or claims of any character brought because of any injury, including death or damages arising out of contractors' or subcontractors' construction or maintenance activities pursuant to this Agreement, as memorialized herein and subject to any additional permit that may be required of the contractor or subcontractor to perform said activities.

14. Liability, Tort Claims and Sovereign Immunity.

The Department and the Subrecipient shall not be responsible for liability incurred as a result of the other's acts or omissions. No provision of this Agreement establishes any waiver of immunity from liability for alleged tortious conduct of any employee of the Department or the Subrecipient arising from the performance of this Agreement apart from that set forth in the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq*., or any applicable consent to suit by the Subrecipient.

The Subrecipient grants to the Department a limited waiver of sovereignty for the sole purpose of performance under this Agreement. Nothing in this Agreement shall be construed to further limit the immunity of the Subrecipient under existing federal law.

As between the Department and the Subrecipient, 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 this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, *et seq*., NMSA 1978. This paragraph 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 the common law of the New Mexico Tort Claims Act.

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15. Use of Program Equipment.

A. A Program Vehicle Inventory shall be completed for each vehicle used in the program and entered into BlackCat within thirty (30) days of delivery. Vehicle Inventory shall be reported and updated within BlackCat on a quarterly schedule, and as changes to the vehicle inventory occur.

B. The Subrecipient shall maintain a current written fleet maintenance plan that includes procedures for preventive and corrective maintenance, warranty tracking and claims recovery, and recall notification and follow-up. Major corrective maintenance, warranty tracking and claims recovery, and recall notifications shall be reported in BlackCat as they are received and updated as repairs are completed.

C. The Subrecipient shall follow the equipment manufacturer's minimum standards and recommended preventive maintenance schedules. The Subrecipient shall maintain the equipment in a clean, safe, and mechanically sound condition. The Department or its authorized representative has the right to conduct periodic inspections during normal business hours for the purpose of confirming property maintenance pursuant to this clause.

D. The Subrecipient shall keep Vehicle Inspection Records before and/or after the use of each transit vehicle for at least three (3) years.

E. Each vehicle shall be equipped with a fire extinguisher, first aid kit (including a blood borne pathogens/biohazard kit), fluorescent triangles and/or safety flares, reflective vests for drivers, flashlights, and web cutters/seat belt cutters, while the vehicle is in operation.

F. Program Equipment Inventory shall be completed for each piece of equipment used in the Program with an acquisition value of $50,000 or greater. The Program Equipment Inventory shall be reported and updated within BlackCat on an annual schedule, and, as changes to the equipment inventory occur.

G. The Subrecipient shall maintain a current written equipment maintenance plan that includes procedures for preventive and corrective maintenance, warranty tracking and claims recovery, and recall notification and follow-up. The plan will address maintenance of equipment with an acquisition value of $10,000 or more.

H. Program Facilities Inventory shall be completed for each facility used in the Program. The Program Facility Inventory shall be reported and updated within BlackCat on an annual schedule, and, as changes to the facility inventory occur.

I. The Subrecipient shall maintain a current written facility maintenance plan that includes procedures for preventive and corrective maintenance, warranty tracking and claims recovery, and recall notification and follow-up.

J. The Program equipment shall be used to provide public transportation service within the described service area and in the manner described in *Section 1. Scope of Program*.

K. Failure to use Program equipment as described in *Section 1. Scope of Program* shall be considered a material breach of contract subject to the provisions of *Section 7. Termination for Cause*.

L. The Subrecipient shall notify the Department immediately of vehicular/facilities accidents, thefts, or vandalism involving Program equipment. All supporting documentation relating to the incident, including police reports, damage assessments, and insurance claims shall be reported and uploaded in BlackCat to the corresponding inventory record. Failure to notify the Department shall be considered a material breach of contract subject to the provisions of *Section 7. Termination for Cause*.

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M. All Program equipment that is damaged in an accident, by vandalism, or weather is to be repaired or replaced depending on the physical and monetary extent of the damage and according to its scheduled final disposition.

N. If the Subrecipient wants to remove any Program equipment from service or dispose of such equipment either as a result of planned withdrawal, casualty loss, or transfer, the Subrecipient shall submit a completed disposition or transfer request in BlackCat including all relevant and required supporting documentation. The Subrecipient should refer to the Vehicle Disposition Procedures in the Global Resources section of BlackCat.

O. The Department may require that Program equipment purchased under FTA programs, on which liens are held, be returned to the Department. Such Program equipment shall be returned in good working condition within ten (10) business days or as stipulated by the Department. If the Subrecipient fails to return the equipment, the Department, as the recorded lien holder, shall have the right to immediately repossess the vehicle(s) by whatever means available to it under New Mexico law.

P. Upon termination of the Agreement under *Section 7. Termination for Cause*, the Subrecipient shall not be eligible for reimbursement of any costs associated with the vehicle(s) purchase or be entitled to damages arising from Program operations, except that the Subrecipient shall be reimbursed for its pro-rata share of the Program equipment's depreciated value as determined by the straight-line depreciation method.

Q. The Subrecipient agrees that no modifications will be made to Program vehicle(s) with liens held by the Department without prior written approval of the Department. If unapproved modifications are made, the Subrecipient is responsible for the cost of restoring the vehicle(s) to its original condition.

16. Charter Bus Requirements.

The Subrecipient agrees to comply with 49 U.S.C. Section 5323(d) and 49 C.F.R. Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 C.F.R. Part 604.9. Any charter service provided under one of the exceptions shall be "incidental." For example, it shall not interfere with or detract from the provision of mass transportation.

17. School Bus Requirements.

Pursuant to 49 U.S.C. Section 5323(f) and 49 C.F.R. Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and sub recipients may not use federally funded equipment, vehicles, or facilities.

18. Certificate of Title for Vehicles.

Any title to capital equipment the Subrecipient purchases will reflect in a lien in favor of the Department. The liens will remain in effect according to the following schedule:

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Category	Approx. GVW	Minimum Life (either years or miles)	
		Years	Miles
Heavy-Duty Large Bus	33,000 to 40,000lbs	15	625,000
Medium-Duty and Purpose-Built Bus	16,000 to 26,000lbs	10	285,000
Light-Duty Mid-Sized Bus	10,000 to 16,000lbs	8	240,000
Light-Duty Small Bus, Cutaway, and Modified Van	6,000 to 14,000	7	175,000

The Subrecipient shall pay all costs associated with obtaining, securing, and maintaining titles and liens including the payment of all applicable taxes and fees.

19. Duration of Lien.

The Subrecipient shall not pledge or collateralize any vehicles purchased under this Agreement without written authorization from the Department. This restriction is in effect from the date a title certificate is issued to when the Department releases the lien pursuant to *Section 18. Certificate of Title for Vehicles*. For specifics on disposition of vehicles after title lien is released, the Subrecipient should refer to the Vehicle Disposition Procedures in the Global Resources section of BlackCat.

20. Reporting Requirements.

A. **Monthly Budget Summary Reporting**. Section 5311 Subrecipients shall submit a monthly invoice/report using BlackCat to include financial expenditures and service data, as described in *Section 3. Method of Payment*. This monthly invoice shall be submitted to the Department by the 25th of the following month. The invoice shall include the supporting documentation as requested by NMDOT.

B. **Final Administration and Operating Invoice**. Section 5311 Subrecipients shall submit a final invoice to the Department for Administration and Operating expenses and a financial statement showing the total expenses within 45 days of the end of the agreement.

C. **Semi-annual Disadvantaged Business Enterprise (DBE) Reporting**. Section 5311 Subrecipients shall submit in BlackCat semi-annual DBE reports due May 15 (for the period October 1 to March 31) and due November 15 (for the period April 1 to September 30).

D. **Vehicle/ Equipment/ Facility Updates**. Section 5310 and Section 5311/5339 Subrecipients shall report vehicle/ equipment/ facility inventories within the BlackCat system as well as updates to the vehicle/ equipment/facility inventories on a quarterly schedule or as they occur. Reporting requirements apply to equipment valued at $50,000 or greater.

E. **Quarterly Section 5310 Ridership Reporting**. Section 5310 Subrecipients shall report Section 5310 ridership statistics quarterly within BlackCat system. Quarterly Ridership Reports are due thirty (30) days after each quarter ends. Reports are due January 30, April 30, July 30, and October 30 respectively.

F. **Drug and Alcohol Quarterly Testing Report**. Section 5311 Subrecipients will submit a quarterly Testing Report in BlackCat for each quarter of the calendar year. Subrecipients will also conduct one (1) breath alcohol test observation and two (2) urine collection observations during the calendar year. Completed checklists shall be submitted with the corresponding quarterly testing report during the quarter in which the test(s) were observed. Reports are due January 31, April 30, July 31, and October 31 respectively.

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G. **National Transit Database (NTD) Rural Report**. Section 5311 Subrecipients will submit an annual NTD report, as required by 49 U.S.C. Section 5335, due December 15.

H. **Drug and Alcohol Management Information System (MIS) Data**. Section 5311 Subrecipients will submit drug and alcohol testing data for the previous calendar year using the Management Information System (MIS) Data Collection Form to the entity designated by the Department before March 1 of each year.

I. **Drug and Alcohol Compliance Review/Report**. Section 5311 Subrecipients will participate in Drug and Alcohol Compliance Reviews by the Department. Once a final report has been issued, the Subrecipient will begin to implement corrective actions, providing supportive documentation for all deficiencies cited in the final report and respond to all recommendations in the final report.

J. **Technical Assistance and Compliance Review/Report**. Section 5310 and Section 5311/5339 Subrecipients will participate in a Technical Assistance and Compliance Review by the Department. Once a final report has been issued, the Subrecipient will begin to implement corrective actions, providing supportive documentation for all deficiencies cited in the final report and respond to all recommendations in the final report.

K. **Transit Asset Management (TAM) Reporting**. Section 5310 and Section 5311 Public Transit Providers may participate in a group TAM Plan sponsored by The Department (49 U.S.C. 625). All TAM plan participants shall sign a TAM Plan Approval Statement and assign an Accountable Executive to be identified in BlackCat. TAM reporting requires participants to maintain updated asset/facility inventories and condition assessments in BlackCat.

The Department may withhold payment of monthly invoices if reports are not submitted in a timely manner, are incorrect and/or incomplete. The Subrecipient's failure to submit reports in a timely manner on the dates specified shall be a material breach of this Agreement and shall be subject to termination as provided in *Section 7. Termination for Cause*.

21. Retention of Records.

The Subrecipient shall maintain all books, documents, papers, accounting records, reports and other evidence pertaining to costs incurred in the Program for three (3) years after the date of termination or expiration of this Agreement.

22. Access to Records.

The Subrecipient shall grant authorized representatives of the Department, the State, and the federal government access to books, documents, papers, reports, and records of the Subrecipient or its contractors or subcontractors, which are directly pertinent to this Agreement, for the purpose of making audits, examination excerpts, and transcriptions. The Subrecipient agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Subrecipient shall reimburse the Department for any expenditure for which it receives payment or reimbursement, as applicable, which is disallowed by an audit exception by the Department, the State or federal government.

23. Audit.

The Subrecipient shall ensure that an annual audit of the Program based on the Subrecipient's fiscal year shall be conducted pursuant to 2 CFR Parts 200 and 1201.

24. Audit Exceptions.

If federal or State audit exceptions are made, the Subrecipient shall reimburse all costs incurred by the State and the Department associated with defending against the exceptions, which includes but is not limited to costs of performing a new audit or a follow-up audit, court costs, attorneys' fees, travel costs, penalty assessments.

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Immediately upon notification from the Department, the Subrecipient shall reimburse the amount of the audit exception and any other related costs directly to the Department. In the notification, the Department may inform the Subrecipient of the Department's election to withhold an amount equal to the payment owed under this Section from any future distribution owed to Subrecipient under this Agreement.

25. Third Party Beneficiaries.

It is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

26. Contracting and Assignment.

The Subrecipient shall not contract or permit to have subcontracted any portion of this Agreement without prior written approval of the Department. No such contracting or subcontracting shall relieve the Subrecipient from its obligations and liabilities under this Agreement, nor shall any contracting or subcontracting obligate payment from the Department.

Except to a successor in kind, the Subrecipient shall not assign or transfer any interest in this Agreement or assign any claim for money due or to become due under this Agreement without the prior written approval of the Department.

Should contract(s), subcontract(s) or an assignment be authorized by the Department, the contractor(s), subcontractor(s) and assignor(s) shall be subject to all provisions of this Agreement. It shall be the Subrecipient's responsibility to duly inform the contractor(s), subcontractor(s) and assignor(s) by means of a contract or other legally binding document stipulating responsibility to this Agreement.

27. Training.

The Subrecipient shall ensure that all drivers described in the Operations Profile are trained in accordance with the Department's Training Standard Operating Procedures. The Subrecipient should refer to the Training Procedures in the Global Resources section of BlackCat. Should the Subrecipient fail to satisfy the terms and conditions as outlined, the Subrecipient may be found to be in breach of contract and subject to the provisions of *Section 7. Termination for Cause*.

28. No Federal Government Obligation to Third Parties.

A. The Department and Subrecipient acknowledge and agree that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the federal government, the federal government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Department, Subrecipient, or any other party (whether or not a party to the Agreement or any contract or subcontract) pertaining to any matter resulting from the Agreement.

B. The Subrecipient agrees to include the above clause in each contract or subcontract financed in whole or in part with federal assistance provided by FTA. It further agrees that the clause shall not be modified, except to identify the contractor or subcontractor who will be subject to its provisions.

29. Drug and Alcohol Testing (Section 5311).

A. The Subrecipient will implement a drug and alcohol testing program that complies with 49 C.F.R. Parts 40 and 655 for its Section 5311 and 5310 programs.

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B. The Subrecipient shall produce documentation necessary to establish its compliance, permit authorized representatives of the U.S. DOT or the Department to inspect the facilities and records associated with the drug and alcohol testing program, and review the testing process.

C. The Subrecipient will submit for review and approval a copy of its Policy Statement developed to implement its drug and alcohol testing program.

D. The Subrecipient agrees to participate in the Department's consortium.

E. The Subrecipient agrees to develop a drug and alcohol program standard operating procedures desk manual.

F. The Subrecipient will participate in Department-provided training opportunities.

30. Labor Warranty (Section 5311).

The Section 5311 Subrecipient agrees to comply with the terms and conditions of the Special 49 U.S.C. Section 5333(B) Labor Protection Warranty. The Subrecipient will assume all legal and financial responsibility relative to compliance with the terms and conditions of the Warranty.

31. Civil Rights Laws and Regulations Compliance.

The Subrecipient shall comply with all federal, State, and local laws and ordinances applicable to the work called for under this Agreement.

A. **Nondiscrimination**. In accordance with Title VI of the Civil Rights Act, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, disability, or other protected class. The Subrecipient shall comply with applicable Federal implementing regulations and such other implementing requirements FTA may issue. **T**he Nondiscrimination Assurance is attached as **Assurance 3**.

B. **Equal Employment Opportunity**. The following equal employment opportunity requirements apply to this Agreement:

1. **Race, Color, Religion, National Origin, Sex**. In accordance with Title VII of the Civil Rights Act, 42 U.S.C. Section 2000e, and Federal transit laws at 49 U.S.C. Section 5332, the Subrecipient agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Part 60 *et seq*., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. Section 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the project. The Subrecipient agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including gender identity and sexual orientation). Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the awarded contractor shall comply with any implementing requirements FTA may issue.

2. **Age**. In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, 29 U.S.C. Section 623 and Federal transit law at 49 U.S.C. Section 5332, the Subrecipient agrees to refrain from

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discrimination against present and prospective employees for reason of age. In addition, the Subrecipient shall comply with any implementation requirements FTA may issue.

3. **Disabilities**. In accordance with Section 102 of the Americans with Disabilities Act, 42 U.S.C. Section 12112, the Subrecipient agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the awarded contractor shall comply with any implementing requirements FTA may issue.

C. The Subrecipient shall include these requirements in each contract financed in whole or in part with federal assistance provided by FTA, modified only if necessary to identify the affected parties.

D. The Subrecipient also agrees to ensure that these requirements are included in each subcontract financed in whole or in part with federal assistance provided by FTA, modified only if necessary to identify the affected parties.

32. DBE Policy.

A. This Agreement is subject to the requirements of 49 CFR Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The Department's proposed overall goal for FTA participation for the 2025 fiscal year is 8.13%, through race-neutral means.

B. The Subrecipient shall not discriminate on the basis of race, color, national origin, sex, or other protected class in the performance of the Agreement. The Subrecipient shall carry out applicable requirements of 49 CFR Part 26 in the administration of the Program. Failure by the Subrecipient to carry out these requirements is a material breach of the Agreement, which may result in the termination or other such remedy as the Department deems appropriate. Each contract the Subrecipient signs with a contractor shall include the assurance in this paragraph (see 49 CFR 26.13(b)).

C. The Subrecipient agrees to ensure that DBEs as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of Contracts and subcontracts financed in whole or in part with Federal funds. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, sex, or other protected class in the award and performance of U.S. DOT assisted contracts. The Subrecipient will be required to report on its DBE participation obtained through race-neutral means throughout the period of performance.

D. The Subrecipient is required to pay its contractors performing work related to this contract for satisfactory performance of that work no later than thirty (30) days after the awarded contractor's receipt of payment for that work from the Department.

E. The Subrecipient shall promptly notify the Department whenever a DBE contractor is terminated or fails to complete its work and shall make good faith efforts to engage another DBE contractor to perform at least the same amount of work. The Subrecipient may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Department.

A subrecipient of FTA funds shall meet applicable DBE requirements when funds are used in whole or in part to finance procurements of and contracts for applicable products and services. A subrecipient with contracting opportunities shall sign and submit a *Disadvantaged Business Enterprise Race-Neutral Implementation Agreement for Federal Transit Administration Subrecipients,* which is attached as **Certification 1**.

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33. ADA Access.

The Subrecipient shall comply with 49 U.S.C. Section 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for seniors and individuals with disabilities. The Subrecipient also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973; with 29 U.S.C. Section 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA); 42 U.S.C. Sections 12101 *et seq*., which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, 42 U.S.C. Sections 4151 *et seq*., which requires that buildings and public accommodations be accessible to individuals with disabilities.

34. Program Fraud and False or Fraudulent Statements or Related Acts.

A. The Subrecipient acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. Sections 3801 *et seq*. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this program. The Subrecipient certifies or affirms the truthfulness and accuracy of any statement it makes pertaining to the resultant Agreement or the FTA assisted program for which this work is being performed. The Subrecipient further acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement, submission or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Subrecipient to the extent the federal government deems appropriate.

B. The Subrecipient also acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement, submission or certification to the federal government under a contract connected with a program that is financed in whole or in part with federal assistance originally awarded by FTA, the federal government reserves the right to impose the penalties of 18 U.S.C. Section 1001 on the Subrecipient to the extent the federal government deems appropriate.

C. The Subrecipient certifies to abide by these clauses and include the clauses in each subcontract financed in whole or in part with Federal Transit Administration funds. The Subrecipient further agrees that these clauses shall not be modified, except to identify the contractor or subcontractor subject to its provisions.

D. All claims for compensation reimbursement and payment of any amounts due pursuant to this Agreement are governed by the Fraud Against Taxpayers Act, NMSA 1978, Sections 44-9-1 through 44-9-14.

35. Lobbying.

A subrecipient receiving $100,000 or more of 49 U.S.C. Section 5311 funds shall file the Lobbying Certification required by 49 C.F.R. Part 20, “New Restrictions on Lobbying” with the application. The Subrecipient shall certify that it has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. Section 1352.

Before awarding a third-party contract exceeding $100,000, the Subrecipient shall obtain a signed Lobbying Certification from the contractor. Each tier below the contractor awarded a subcontract exceeding $100,000 shall also provide a Lobbying Certification. Such disclosures are forwarded from tier to tier up to the Subrecipient.

36. Officials Not to Benefit.

Neither any member of the New Mexico Legislature nor any member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom. The provisions of this clause shall be extended to all public employees, officers, or tribal council members.

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37. Clean Water and Air Requirements.

A. The Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, 33U.S.C. Sections 1251 *et seq*., and the Clean Air Act, 42 U.S.C. Sections 7401 *et seq*. The Subrecipient agrees to report each violation to the Department and understands and agrees that the Department will, in turn, report each violation as required to assure notification to FTA and the appropriate United States Environmental Protection Agency Regional Office.

B. The Subrecipient agrees to include these requirements in each contract or subcontract exceeding $150,000.00 and financed in whole or in part with federal assistance provided by the FTA.

38. Energy Conservation

The Subrecipient agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 *et seq.*

39. Debarment and Suspension.

Executive Order No. 12549, "Debarment and Suspension of Participants in Federal Programs," February 18, 1986, 31 U.S.C. Section 6101 note, as amended by Executive Order No. 12689, "Debarment and Suspension," August 16, 1989 31 U.S.C. Section 6101 note, as implemented by 2 C.F.R. Part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200 prohibits FTA subrecipients from contracting for goods and services from organizations that have been suspended or debarred from receiving federally-assisted contracts. Subrecipients shall include the certification and instruction language contained at 2 C.F.R. Part 1200 in all Invitations for Bids and Requests for Proposals (for inclusion by contractors and subcontractors in their bids or proposals) for all contracts expected to equal or exceed $25,000.00, regardless of the type of contract to be awarded.

The Subrecipient is required to verify that none of the Subrecipient's principals or affiliates are excluded or disqualified as defined, as defined by 2 C.F.R. Part 1200. By signing and submitting this Agreement, the Subrecipient certifies as follows:

> The certification in this clause is a material representation of fact relied upon by the Department. If it is later determined that the bidder/Subrecipient or proposer/Subrecipient knowingly rendered an erroneous certification, in addition to remedies available to the Department, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder/Subrecipient or proposer/Subrecipient agrees to comply with the requirements of 2 C.F.R. Part 1200 while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder/Subrecipient or proposer/Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions.

40. Notification Related to Fraud, Waste, Abuse, or Other Legal Matters

If a current or prospective legal matter that may affect the Federal Government emerges, the Subrecipient shall promptly notify the Department so that it can notify the Federal Government. The Subrecipient shall include a similar notification requirement in its third-party agreements and shall require each third-party participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.230 and 1200.230. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

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41. Seat Belt Use

The Subrecipient agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by: 90 (1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles.

42. Safe Operation of Motor Vehicles

The Subrecipient agrees to comply with: (1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225); (2) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009; and (3) The following U.S. DOT Special Provision pertaining to Distracted Driving:

(i) Safety. The Subrecipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Subrecipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award;

(ii) Recipient Size. The Subrecipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving; and

(iii) Extension of Provision. The Subrecipient agrees to encourage its contractors to comply with this Special Provision and include this Special Provision in each third-party contract at each tier supported with federal assistance.

43. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Public Law 115-232, section 889, prohibits entering into a contract (or extending or renewing a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

44. Federal Tax Liability and Recent Felony Convictions.

The Subrecipient hereby certifies that it does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in

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a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

45. Trafficking in Persons.

The Subrecipient agrees that it and its employees that participate in this contract, may not engage in severe forms of trafficking in persons during the period of time that this agreement is in effect, procure a commercial sex act during the period of time that this agreement is in effect, or use forced labor in the performance of any activities covered by this agreement.

46. Central Contractor Registration Requirements.

Prior to payment of invoices and receipt of vehicles and equipment, the Subrecipient shall register and maintain current registration in the Central Contractor Registration website, http://www.sam.gov. Registration requires having a Dun and Bradstreet Data Universal Number (DUNS), see http://www.dnb.com. The Department will not provide vehicles, or make payments, until the Subrecipient demonstrates that it is registered with the System for Award Management (SAM) website.

47. Federal Grant Reporting Requirements.

Under the Federal Funding Accountability and Transparency Act, the Department is required to report on projects or activities which are awarded federal grants of $25,000 or more. This information will be made available to the public on www.USAspending.gov.

The type of information the Department is required to report includes:

- Name of Subrecipient receiving the award,
- Amount of Award,
- Funding Agency,
- NAICS code for contracts or the Catalog of Federal Domestic Assistance program number for grants,
- Program source,
- Award title is descriptive of the purpose of the funding action,
- Location of the Subrecipient, which includes the Congressional District,
- Place of performance of the program or activity, which includes the Congressional District,
- Unique Entity Identifier of the Subrecipient and its parent organization, if one exists, and
- Total compensation and names of the top five executives of the Subrecipient. This information is required if the Subrecipient in the preceding year received eighty (80) percent or more of its annual gross revenues in federal awards, which exceed $25 million annually, and the public has no access to this information under the Securities Exchange Act or the Internal Revenue Code.

The Department will extract as much information as possible from the Subrecipient's grant application and standard reports. However, the Subrecipient will be required to provide additional information, which includes the total compensation and names of the Subrecipient's top five executives, if applicable. As specified earlier in Section 42, "Central Contractor Registration Requirements," of this Agreement, the Subrecipient shall register with SAM.gov and provide that information to the Department.

48. Severability.

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect.

49. Scope of Agreement.

This Agreement incorporates all of the agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this written

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Agreement. No prior agreements or understandings of the parties or their agents shall become valid or enforceable unless embodied in this Agreement.

50. Applicable Law and Venue; Federal Changes.

The Subrecipient shall comply with all federal, State, and local laws, ordinances, rules, warranties, assurances, and regulations applicable to the performance of this Agreement. This includes all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the current year's Master Agreement between the Department and the FTA. The Subrecipient shall make as part of this Agreement between the Department and the Subrecipient the assurances and warranties which were signed as part of the grant award. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

51. Incorporation of FTA Terms.

Provisions of this Agreement include, in part, certain Standard Terms and Conditions required by the U.S. DOT. All contractual provisions required by the U.S. DOT, as set forth in FTA Circulars 4230.1F, and 9040.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any Department request, which would cause the Department to be in violation of FTA terms and conditions, as referenced in the current Federal Transit Administration Master Agreement shall prevail and be the instrument governing the receipt of Federal assistance from the Federal Transit Administration. The Master Agreement can be viewed on the web at https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-agreements.

52. Amendment.

The terms of this Agreement may be altered, modified or amended by an instrument in writing executed by the parties. Specifically excluded from this requirement are revisions to transportation services and fare schedules identified in the Operations Profile. *Section 1. Scope of Program, Paragraphs C and E*, details how such changes are to be approved and documented.

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In witness whereof, each party is signing this Agreement on the date stated below that party's signature. This Agreement becomes effective on the date the last party signed the Agreement.

New Mexico Department of Transportation

NMDOT Cabinet Secretary or Designate

Date

CITY OF SANTA FE

Alan Webber, Mayor

Name/Title (please print)

Date

Approved as to Form and Legal Sufficiency by the Department's Office of General Counsel.

Signed by:
Samuel Roybal
57B9FC4FE09B464...

NMDOT Assistant General Counsel

10/27/25

Date

CITY OF SANTA FE ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (Nov 12, 2025 10:17:50 MST)

City of Santa Fe Assistant Attorney

Nov 12, 2025

Date

CITY OF SANTA FE ATTEST:

City of Santa Fe City Clerk

Date

Emily K. Oster

Finance Director

12/01/2025

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ATTACHMENT A

§200.331 Requirements for pass-through entities.

All pass-through entities must:

Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward.

ATTACHMENT A-1

§200.331 Requirements for pass-through entities.

All pass-through entities must:

Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:

Federal Award Identification.

(i) Subrecipient name (which must match the name associated with its unique entity identifier);	**City of Santa Fe**
(ii) Subrecipient's unique entity ID;	**QLN2YKMMJ8X6**
(iii) Federal Award Identification Number (FAIN);	**NM-2025-019**
(iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	**4/14/2023**
(v) Subaward Period of Performance Start and End Date;	**10-01-2025 thru 09-30-2027**
(vi) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	**Capital $602,196.00**
(vii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;	**Capital $602,196.00**
(viii) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	**Capital $602,196.00**
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	**FY23 5310 Enhanced Mobility of Seniors and Individuals with Disabilities for FY26 Program Funding Award**
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	**Federal Transit Administration, New Mexico Department of Transportation David Harris - 505 -699-4350, DavidC.Harris@dot.nm.gov P.O. Box 1149 Santa Fe, NM 87501-1149**
(xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;	**20.513**
(xii) Identification of whether the award is R&D; and	**No R&D**
(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	**N/A**

ATTACHMENT A-2

§200.331 Requirements for pass-through entities.

All pass-through entities must:

Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:

Federal Award Identification.

(i) Subrecipient name (which must match the name associated with its unique entity identifier);	**City of Santa Fe**
(ii) Subrecipient's unique entity ID;	**QLN2YKMMJ8X6**
(iii) Federal Award Identification Number (FAIN);	**NM-2019-001**
(iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	**7/16/2018**
(v) Subaward Period of Performance Start and End Date;	**10-01-2025 thru 03-31-2027**
(vi) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	**Capital $205,119.10**
(vii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;	**Capital $205,119.10**
(viii) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	**Capital $205,119.10**
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	**FY18 5310 Enhanced Mobility of Seniors and Individuals with Disabilities for FY26 Program Funding Award**
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	**Federal Transit Administration, New Mexico Department of Transportation** **David Harris - 505 -699-4350, DavidC.Harris@dot.nm.gov** **P.O. Box 1149 Santa Fe, NM 87501-1149**

(xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;	**20.513**
(xii) Identification of whether the award is R&D; and	**No R&D**
(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	**N/A**

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NEW MEXICO DEPARTMENT OF TRANSPORTATION
TRANSIT AND RAIL DIVISION

NONDISCRIMINATION ASSURANCE AGREEMENT
FOR
FEDERAL TRANSIT ADMINISTRATION SUBRECIPIENTS

INTRODUCTION AND INSTRUCTIONS:

Please read the entire Agreement before completing, and do not change or add to the wording of the Agreement. The Agreement is incorporated into and becomes a material part of your contract with NMDOT, and Subrecipients are responsible for complying with the requirements contained therein.

On behalf of this Agreement, CITY OF SANTA FE; hereinafter referred to as "**Subrecipient**" assures that:

1. Subrecipient will comply with the following laws, regulations, and requirements so that no person in the
United States will be denied the benefits of, or otherwise be subjected to discrimination in, any U.S. DOT or FTA assisted program or activity (particularly in the level and quality of transportation services and transportation-related benefits) based on race, color, national origin, religion, sex, disability, or age including:

    a. Federal transit laws, specifically 49 U.S.C. § 5332 (prohibiting discrimination based on race, color, religion, national origin, sex (including gender identity), disability, age, employment, or business opportunity),
    b. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d,
    c. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq. (prohibiting discrimination based on race, color, religion, sex, (including gender identity and sexual orientation) or national origin,
    d. Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs,
    e. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq.,f. U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR part 25,
    g. The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, et seq.,
    h. The Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq.,
    i. U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR part 21,
    j. U.S. DOT regulations, specifically 49 CFR parts 27, 37, 38, and 39, and
    k. Any other applicable federal statutes that may be signed into law, federal regulations that may be issued, or federal requirements that may be imposed.

2. Subrecipient will comply with federal guidance implementing federal nondiscrimination laws, regulations, or requirements, except as FTA determines otherwise in writing.

Docusign Envelope ID: 65BD2169-4BF9-446E-97D2-BE437C6C9DA8

3. As required by 49 CFR § 21.7:

a. Subrecipient will comply with 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 in the manner that:

(1) Subrecipient implements its Award,

(2) Subrecipient undertakes property acquisitions, and

(3) Subrecipient operates all parts of its facilities, as well as its facilities operated in connection with its Award.

b. This assurance applies to its Award and to all parts of its facilities, as well as its facilities used to implement its Award.

c. Subrecipient will promptly take the necessary actions to carry out this assurance, including the following:

(1) Notifying the public that discrimination complaints about transportation-related services or benefits may be filed with U.S. DOT or FTA Headquarters Office of Civil Rights, and

(2) Submitting information about its compliance with these provisions to U.S. DOT or FTA upon their request.

d. If Subrecipient transfers U.S. DOT or FTA assisted real property, structures, or improvements to another party, any deeds and instruments recording that transfer will contain a covenant running with the land assuring nondiscrimination:

(1) While the property is used for the purpose that the federal assistance is extended, or

(2) While the property is used for another purpose involving the provision of similar services or benefits.

e. The United States has a right to seek judicial enforcement of any matter arising under:

(1) Title VI of the Civil Rights Act, 42 U.S.C. § 2000d,

(2) U.S. DOT regulations, 49 CFR part 21, or

(3) This assurance.

f. Subrecipient will make any changes in its Title VI implementing procedures, as U.S. DOT or FTA may request, to comply with:

(1) Title VI of the Civil Rights Act, 42 U.S.C. § 2000d,

(2) U.S. DOT regulations, 49 CFR part 21, and

(3) Federal transit law, 49 U.S.C. § 5332.

g. Subrecipient will comply with applicable federal guidance issued to implement federal nondiscrimination requirements, except as FTA determines otherwise in writing.

h. Subrecipient will extend the requirements of 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 to each Third Party Participant, including any:

(1) Subrecipient,

(2) Transferee,

(3) Third Party Contractor or Subcontractor at any tier,

(4) Successor in Interest,

(5) Lessee, or

(6) Other Participant in its Award, except FTA and the Applicant (and later, the Recipient).

i. Subrecipient will include adequate provisions to extend the requirements of 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 to each third party agreement, including each:

(1) Subagreement at any tier,

(2) Property transfer agreement,

(3) Third party contract or subcontract at any tier,

Docusign Envelope ID: 65BD2169-4BF9-446E-97D2-BE437C6C9DA8

(4) Lease, or
(5) Participation agreement.

j. The assurances you have made on your behalf remain in effect as long as FTA determines appropriate, including, for example, as long as:

(1) Federal assistance is provided for its Award,
(2) Subrecipient property acquired or improved with federal assistance is used for a purpose for which the federal assistance is extended, or for a purpose involving similar services or benefits,
(3) Subrecipient retains ownership or possession of its property acquired or improved with federal assistance provided for its Award,
(4) Subrecipient transfers property acquired or improved with federal assistance, for the period during which the real property is used for a purpose for which the financial assistance is extended or for another purpose involving the provision of similar services or benefits, or
(5) FTA may otherwise determine in writing.

4. As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR part 27, specifically 49 CFR § 27.9, and consistent with 49 U.S.C. § 5332, you assure that:

a. Subrecipient will comply with the following prohibitions against discrimination based on disability listed below in subsection 4.b of this Category 01.D Assurance, of which compliance is a condition of approval or extension of any FTA assistance awarded to:

(1) Construct any facility,
(2) Obtain any rolling stock or other equipment,
(3) Undertake studies,
(4) Conduct research, or
(5) Participate in any benefit or obtain any benefit from any FTA administered program.

b. In any program or activity receiving or benefiting from federal assistance that U.S. DOT administers, no qualified individual with a disability will, because of his or her disability be:

(1) Excluded from participation,
(2) Denied benefits, or
(3) Otherwise subjected to discrimination.

AFFIRMATION OF APPLICANT

Name of Applicant: _____

Printed Name of Authorized Representative: _____

Relationship of Authorized Representative: _____

In signing this document, I declare under penalties of perjury that the foregoing certifications and assurances, and any other statements made by me on behalf of the Applicant are true and correct.

Signature: _____Date: _____

Printed Name of Signing Official: _____

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 11/12/2025

Project Title: FY26 Section 5310 MOA/EV Vans

Project Type: ☑ CIP ☑ Grant ☑ Internal Tracking

Project ID: TAD2654005

Grant ID: F2610

Approved By: ERIKA LUJAN (Nov 14, 2025 13:45:39 MST)

CT (Finance Use Only)

Department: Public works-Transit Project Manager: Keitha Otero Ext: 2015

Project Date Range: October 1, 2025 to September 30, 2028 ☑ Create Fixed Asset

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☐ Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: NMDOT P/T FTA SEC 5310 % of Funding: 80%

MUNIS ORG: 5400499 MUNIS OBJ: 490150 Awarded Amount: 315,896.50

Funding Source: LOCAL % of Funding: 20

MUNIS ORG: 5400499 MUNIS OBJ: _____ Awarded Amount: 78974.12

Expense String Phase:

A project must have at least one phase identified, this can be used as an additional level of tracking, for example, CIP - Design, Construction, etc. For Grants can be used as reimbursable types, such as transportation, salaries.

(You can create more than one phase and you can default MUNIS ORGs and OBJs, optional)

Phase: VEHICLES<1.5 MUNIS ORG: 5400499 MUNIS OBJ: 570950

Grants Only (list all grants if applicable):

Grantor Name: FY26 NMDOT/FTA Section 5310 -NM:2025-019/2019-001 Awarded Amount: 315,896.50

AR Charge Code: 5400499/490150 ☑ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 700000 Federal CFDA (if applicable): 20.513

Grantor Name: _____ Awarded Amount: _____

AR Charge Code: _____ ☑ Grant funds multiple projects (Complete a form for each project)

Grantor Id: _____ Federal CFDA (if applicable): _____

(If grants please provide all grant award documents with form) ☑ Attached Grant Documentation

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 11/12/2025

Project Title: FY26 Section 5310 MOA/Charging Stations

Project Type: ☑ CIP ☑ Grant ☑ Internal Tracking

Project ID: TAD2654006

Grant ID: F2610

Approved By: ERIKA LUJAN (Nov 14, 2025 15:42:24 MST)

CT (Finance Use Only)

Department: Public works-Transit Project Manager: Keitha Otero Ext: 2015

Project Date Range: October 1, 2025 to September 30, 2027 ☑ Create Fixed Asset

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☐ Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: FY26 NMDOT MOA P/T FTA % of Funding: 80

MUNIS ORG: 5400499 MUNIS OBJ: 490150 Awarded Amount: 491418.60

Funding Source: LOCAL % of Funding: 20

MUNIS ORG: 5400499 MUNIS OBJ: _____ Awarded Amount: 122854.65

Expense String Phase:

A project must have at least one phase identified, this can be used as an additional level of tracking, for example, CIP - Design, Construction, etc. For Grants can be used as reimbursable types, such as transportation, salaries.

(You can create more than one phase and you can default MUNIS ORGs and OBJs, optional)

Phase: WIP CONSTRUCTION MUNIS ORG: 5400499 MUNIS OBJ: 572970

Grants Only (list all grants if applicable):

Grantor Name: NMDOT FTA P/T 2NM025-019/2019-001 Awarded Amount: 491418.60

AR Charge Code: 5400499.490150 ☑ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 700000 Federal CFDA (if applicable): 20.513

Grantor Name: _____ Awarded Amount: _____

AR Charge Code: _____ ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: _____ Federal CFDA (if applicable): _____

(If grants please provide all grant award documents with form) ☑ Attached Grant Documentation

Creative Bus Sales

State of Oklahoma Contract

SW0797C

FY 2025

Preparer: Brent Roy

Base Model
Mobility Trans 3.5L V6 10,360 GVWR

MobilityTRANS

Base Model Price:	$	91,550.00
Options:	$	1,095.00
Other Available Options:	$	16,144.40
Unpublished Options:	$	(42,075.00)

Vehicle Length	Lift Position	WC Positions	Total # Passengers	CDL Required
20'	Rear	1	7	No

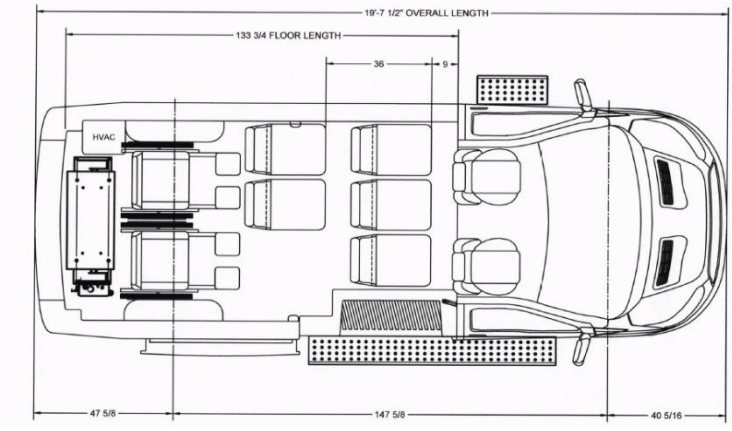
QTY Vehices: 6 **Total Contract Price:** $ 400,286.40

Per Vehicle Price: $ 66,714.40

Customer Info

Customer:	Santa Fe Trails
Address:	2931 Ruffina St. Santa Fe, NM 87507
Contact:	Gabrielle Chavez
Office Phone:	505-955-2055
Mobile Phone:	505-469-3405
E-Mail:	gnchavez@santafenm.gov

Floorplan



Chassis

Ford Transit 350 HR DRW chassis - 10,360# GVWR, 148" WB EL
3.5L PFDI V6 gasoline engine
10-Speed Automatic Transmission
250-amp alternator
Power-assisted hydraulic front & rear disc brakes
4-wheel anti-lock brake system
25-gallon OEM fuel tank
Independent Macpherson strut front suspension with stabilizer bar
Leaf spring rear suspension
AdvanceTrac w/Roll Stability Control (RSC) w/Forward Collision Warning
Power steering
Cruise control
Dual batteries
Vinyl driver and co-pilot seats
Driver/Co-pilot sun visor
Tilt/Telescoping steering wheel
Power windows
Power door locks
Power mirrors
OEM chassis dash heater, A/C, and defroster
Oxford White

Body

Driver and co-pilot running boards
Electric passenger entry bus door
Ford OEM 2-passenger seats with 3-pt passenger seat belts
Altro flooring

ADA

Braun Millenium wheelchair lift (800# capacity)
One (1) Q'Straint QRT-MAX retractable wheelchair securement system
Securement system storage box
Two (2) tiedown webbing loops
ADA interlock
ADA-compliant ramp and door entrance lighting

Safety

5 lb. fire extinguisher
First aid kit
Emergency triangle kit
Body fluid clean up kit
Backup alarm
Belt cutter

Options

Qty	Description	FY 2023 List Price	QTY Total
1	Two-way Radio System UHF	$ 1,095.00	$ 1,095.00
-	**Subtotal Manufacturer Options:**		**$ 1,095.00**

Other Available Options

Qty	Description	FY 2023 List Price	QTY Total
1	OEM Ford Transit EV option (fully electric van)	$ 7,945.00	$ 7,945.00
1	8-Channel camera system with 8 cameras - Includes: MHU-Pro, 1TB HDD, LED Extender, 8-cameras, 8-cables, installation, MWA-Pro Playback software, Training	$ 5,850.00	$ 5,850.00
1	Panic Button - Momentary Switch (h.264-PBT)	$ 62.50	$ 62.50
1	External LED Indicator (h.264-MINI-CP)	$ 187.95	$ 187.95
1	Mobilelink LIVE - 5-year (requires data account with wireless cellular provider)	$ 877.00	$ 877.00
1	Wireless Router - Cradlepoint IBR600 series - Includes: IBR600C wireless router, 12V adapter, low profile antenna, provisioning services, Installation	$ 1,221.95	$ 1,221.95
-	**Subtotal Manufacturer Options:**		**$ 16,144.40**

CBS Unpublished Options

Qty	Description	FY 2023 List Price	QTY Total
1	Custom Santa Fe Trails graphics installed by VisionIt Media	$ 1,770.00	$ 1,770.00
1	3rd party inspection by Adaptive Maintenance Solutions	$ 300.00	$ 300.00
1	Temporary Inventory reduction discount (valid for existing inventory only)	$ (46,845.00)	$ (46,845.00)
1	Freight from Elkhart, IN to Santa Fe, NM	$ 2,700.00	$ 2,700.00
-	**Subtotal CBS Unpublished Options:**		**$ (42,075.00)**

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Works/Transit	11/20/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Vehicles > 1.5	5400499	571000	TAD2654005	394,872	
WIP Construction	5400499	572970	TAD2654006	614,274	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
US DOT/FTA-NMDOT NM-2025-019 and NM-2019-001	5400499	490150	TAD2654005	(315,897)	
US DOT/FTA-NMDOT NM-2025-019 and NM-2019-001	5400499	490150	TAD2654006	(491,419)	
				$ 201,830	$ -

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

US DOT/FTA Grant Award from the FY26 NMDOT Section 5310 MOA for Transit Vehicles > 1.5 and WIP Construction

in the total amount of $807,315 and $201,830 local match requirement from Transit Fund Balance.

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
540	(201,830)
TOTAL:	**(201,830)**

April Sanchez — 11/20/2025
Prepared By *{print name}* — Date

Gabrielle Chavez (Nov 26, 2025 10:38:05 MST) — Nov 26, 2025
Division Director Signature *{optional}* — Date

JOHN BURNETT (Nov 26, 2025 11:57:12 MST) — Nov 26, 2025
Department Director Signature — Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins — Nov 26, 2025
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

From:	SCOTT, MARK A.
To:	CHAVEZ, GABRIELLE N.
Cc:	BACA, ANDREW J.; SWENSON, CAROL.; BURNETT, SAM
Subject:	RE: Request to Include FY26 Section 5310 Grant MOA on December Finance and GB Consent Agendas
Date:	Monday, December 1, 2025 4:18:35 PM

OK with me.

Mark Scott
City Manager
mscott@santafenm.gov
(505) 946-7915

From: CHAVEZ, GABRIELLE N. <gnchavez@santafenm.gov>
Sent: Monday, December 1, 2025 3:58 PM
To: SCOTT, MARK A. <mscott@santafenm.gov>
Cc: BACA, ANDREW J. <ajbaca@santafenm.gov>; SWENSON, CAROL. <ycswenson@santafenm.gov>; BURNETT, SAM <jsburnett@santafenm.gov>
Subject: Request to Include FY26 Section 5310 Grant MOA on December Finance and GB Consent Agendas

Hello,

We are requesting permission to include the attached FY26 Section 5310 Grant MOA to the Finance and Governing Body consent agendas. We were unable to get the required signatures on the grant agreement before the PWUC meeting deadline last Monday and need to receive approval of the grant to order 6 additional EV paratransit vehicles before the end of the calendar year to receive reduced pricing.

Please let us know if you have any questions.

Thank you,

Gabrielle N. Chavez
Transit Director of Administration
City of Santa Fe
2931 Rufina Street
Santa Fe, NM 87507
(505) 469-3405


SANTA FE TRAILS

CITY OF SANTA FE

The Purchasing Memo

Date: November 12, 2025

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

From: P. Fred Heerbrandt, P.E., Engineer Supervisor P. Fred Heerbrandt, P.E.

Via: Michael Dozier, WW Division Director

Via: Jesse Roach, Interim Public Utilities Director Jesse Roach
Jesse Roach (Nov 14, 2025 13:25:33 MST)

Subject: SKE Collection System On-Call Contract Amendment 1

Vendor Name: SKE Contractors, LLC

Munis Vendor Number: 10552

ITEM AND ISSUE:

The Public Utilities Department respectfully requests your review and approval of Amendment #1 to Contract Number 3260111 with SKE Contractors, LLC for On Call Collection System Maintenance and Repair. Amendment #1 increases the amount of compensation, to allow completion of a total project scope requested of the contractor, by $600,000.00 for a total compensation of $1,681,875 in FY26, including GRT for a total contract amount of $4,927,500.

CONTRACT NUMBER:

The FY26 Munis contract number is 3260111.

BACKGROUND AND SUMMARY:

The City of Santa Fe, Public Utilities Department, Wastewater Management Division (Division) wishes to establish a Price Agreement for On-Call Repair, Replacement, Extension, and Rehabilitation of Sewer Collection System Construction services work by New Mexico licensed contractors to provide miscellaneous repairs, upgrades, improvements, replacements, new construction services and material for facilities throughout the Paseo Real Wastewater Reclamation Facility, the Sanitary Sewer Collection System, and other remote locations. This amendment will provide additional funds to complete a single project under this contract in FY26 to line a concrete gravity sewer main within San Francisco Street.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Wastewater Enterprise Fund/Fund 500

Munis Org Name/Number: Wastewater Capital Projects/5000375

Munis Object Name/Number: WIO Construction/572970

Budget Officer / Designee: Andy Hopkins **Date:** 11/19/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-102, ITB

ITB 25119 – On-Call Collection System Construction Services – 3 Awards

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

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

Treasury/Point of Sale Components included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

Is this an externally funded purchase? ☐ Yes | ☒ No

If yes, what is the issuing agency: _____

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

Comment/Exceptions: _____

Is this a Capital Asset or Project? ☐ Yes | ☒ No

Project Ledger Number: _____

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

Comment/Exceptions: _____

ATTACHMENTS:

Original contract
Amendment
BAR
Est task order
COI is current

Item #: _____
Munis Contract #: 3260111
Original Contract Item #: 25-0456
ITB #: 25119

CITY OF SANTA FE, PUBLIC UTILITIES DEPARTMENT
AMENDMENT No. 1 TO
Contract # 3260111

ON-CALL COLLECTION SYSTEM CONSTRUCTION SERVICES

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE CONTRACT, dated September 29, 2025 (the "Contract"), between the City of Santa Fe (the "City") and SKE Contractors, LLC. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Contract, Contractor has agreed to provide the On Call Collection System Construction Services.

B. Pursuant to Article 14 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 2, paragraph A of the Contract is amended to increase the amount of compensation by a total of $600,000.00 so that Article 2, paragraph A reads in its entirety as follows:

A. The total amount payable to the Contractor under this Price Agreement, including gross receipts tax and expenses, shall not exceed one million six hundred eighty one thousand eight hundred seventy five dollars ($1,681,875.00) for fiscal year 2026, and $1,081,875.00 for other fiscal years for a total of four million nine hundred twenty seven thousand five hundred dollars ($4,927,500.00) including gross receipts tax for the four (4) year term of this Contract.

The applicable gross receipts tax shall be shown as a separate amount on each billing or request for payment made under the contract, consistent with NMSA 1978, Section 13-1-108. Wage rates will be paid as set forth in Exhibit A.

D. CONTRACT IN FULL FORCE.

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

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

CITY OF SANTA FE:

_____
Alan Webber, CITY MAYOR

DATE:_____

CONTRACTOR:

Karl Eberhart
Karl Eberhart (Nov 11, 2025 09:02:15 CST)
Karl Eberhart, President

DATE: Nov 11, 2025

NMBTIN: _____

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martínez
Marcos Martínez (Nov 12, 2025 08:18:26 MST)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
FINANCE DIRECTOR

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Utilities Department/Wastewater Management Division	Nov. 3, 2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
On Call Collection System Wip Construction Services	5000375	572970		600,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 600,000	$ -

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

To transfer monies to Wip construction for SKE. Please add when posting SKE/collections or SKE/Coll

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
Fund 500	(600,000)
TOTAL:	**(600,000)**

P. Fred Heerbrndt, P.E. 11/3/2025
Prepared By *{print name}* Date

Division Director Signature *{optional}* Date

Jesse Roach
Jesse Roach (Nov 14, 2025 13:25:33 MST)
Department Director Signature Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins 11/19/2025
Budget Officer Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

CITY OF SANTA FE

The Purchasing Memo

Date: August 13, 2025

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

From: P. Fred Heerbrandt, P.E., Engineer Supervisor P. Fred Heerbrandt, P.E.

Via: Michael Dozier, Wastewater Management Division Director

Via: Jesse Roach, Interim Public Utilities Director

Subject: On-Call Collection System Construction Contract

Vendor Name: SKE Contractors, LLC

Munis Vendor Number: 10552

ITEM AND ISSUE:

The Public Utilities Department respectfully requests your review and approval of a On-Call construction contract in the amount of $1,081,875.00 per year for a total of $4,327,500.00 including NMGRT for Construction Services over a four-year term with SKE Contractors, LLC.

Request for Approval of a Budget Adjustment Resolution (BAR) in the amount of $1,081,875.00 for Fiscal year 2026 from the Enterprise Fund to WIP Construction.

CONTRACT NUMBER:

The FY26 Munis contract number is 3260111

BACKGROUND AND SUMMARY:

The City of Santa Fe, Public Utilities Department, Wastewater Management Division (Division) wishes to establish a Price Agreement for On-Call Repair, Replacement, Extension, and Rehabilitation of Sewer Collection System Construction services work by New Mexico licensed contractors to provide miscellaneous repairs, upgrades, improvements, replacements, new construction services and material for facilities throughout the Paseo Real Wastewater Reclamation Facility, the Sanitary Sewer Collection System, and other remote locations.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Enterprise Fund/Fund 500

Munis Org Name/Number: Wastewater Capital Projects/5000375

Munis Object Name/Number: WIP Construction/572970

Budget Officer / Designee: Andy Hopkins **Date:** 08/19/2025

Budget Officer Comment/Exceptions: -

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-102, ITB

ITB 25119 – On-Call Collection System Construction Services – 3 Awards

Chief Procurement Officer (CPO)/Designee: _____ **Date:** 08/22/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

Treasury/Point of Sale Components included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

Is this an externally funded purchase? ☐ Yes | ☒ No

If yes, what is the issuing agency: _____

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

Comment/Exceptions: _____

Is this a Capital Asset or Project? ☐ Yes | ☒ No

Project Ledger Number: _____

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

Comment/Exceptions: _____

ATTACHMENTS:

CPO Service Determination Email
Certificate of Liability Insurance (COI)
On Call Construction Contract

Rate Sheet

Item #: 25-0456
Munis Contract #: 3260111
ITB #: 25119

CITY OF SANTA FE

CONSTRUCTION PRICE AGREEMENT

ON-CALL COLLECTION SYSTEM CONSTRUCTION SERVICES

THIS PRICE AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **SKE Contractors, LLC,** hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

WHEREAS, the City, through its Governing Body, is authorized to enter into a construction Price Agreement for the project; and

WHEREAS, the City has procured this Price Agreement according to the established State and Local Purchasing procedures for Price Agreements of the type and amount; and

The City and the Contractor hereby agree as follows:

1. Scope of Work

A. The Contractor shall perform the following work:

The City of Santa Fe, Public Utilities Department, Wastewater Management Division (Division) wishes to establish a Price Agreement for On-Call Repair, Replacement, Extension, and Rehabilitation of Sewer Collection System Construction services work by New Mexico licensed contractors to provide miscellaneous repairs, upgrades, improvements, replacements, new construction services and material for facilities throughout the Paseo Real Wastewater Reclamation Facility, the Sanitary Sewer Collection System, and other remote locations.

The Division shall provide, at a minimum, a detailed scope of work and/or drawings, generally defining the construction work required for the project. The Contractor shall be responsible for verifications of all existing conditions, measurements, and dimensions for bidding.
The award of this Price Agreement is without assurance of quantity or dollar amount of work to be performed.

Contractors shall have the technical staff to perform diagnostic services and provide professionally prepared, stamped drawings, if needed, to obtain installation or construction permits. The Contractor is responsible for obtaining all required licenses, fees and permits required to perform the work. Contractor shall be responsible for any applicable Local, County, State and Federal requirements and permits including, but not limited to, the City of Santa Fe's Stormwater Pollution Prevention Program and Stormwater BMPs.

The City of Santa Fe Wastewater Management Division shall be able to utilize this On-Call Price Agreement as needed and as funding is available.

Wage Rates:

All work covered by this Price Agreement shall be in accordance with applicable City and State laws and is subject to the minimum wage rate determination issued by the Department of Workforce Solutions (DWS), if applicable.

A wage rate decision is required by the Public Works minimum Wage Act for construction, demolition or renovation purposes on projects costing sixty thousand dollars ($60,000) or more. The Contractor agrees to comply with the current prevailing wage rate schedule when applicable. For current wage rates or for additional information, visit: http://www.dws.state.nm.us . The Division will request a wage rate determination from the DWS for each project that is $60,000 or more.

When submitting a quote for a specific project valued at more than sixty thousand dollars ($60,000) for any portion of a public works project that is subject to the New Mexico Public Works Act, the Contractor is required to be registered with the Labor and Industrial Division of the Department of Workforce Solutions prior to submitting its quote. The Division may reject any quote that fails to provide a Public Works registration number for the prime Contractor and all other listed Contractors or subcontractors.

Other:

All work shall be in accordance with applicable City and state laws, the International Building Code (IBC) and the New Mexico building codes. The Contractor shall be responsible for all permits associated with this work as required by the governmental Authority Having Jurisdiction (AHJ). All work shall be in strict compliance with the national and state building mechanical, plumbing and electrical codes including SMACNA, and ASHRAE standards.

Contractors shall be capable of providing all coordination, supervision and services required for comprehensive general construction, facilities replacement, upgrade and improvement projects and to provide new construction services including incidental design. It can include site and utility work, mechanical work, pavement restoration, facilities repair, renovation, backfill services, digging, ditching, rock stabilization, concrete, and pour in place and form place finish. The utility work shall include pumping systems, gravity sewers, manholes, force mains, and related facilities. It may also include demolition and abatement projects.

All material shall be new and of the highest quality available for the type of work being performed. The purchase of major equipment or material must be preceded by submission of submittal data on the proposed equipment or material and shall be reviewed and approved by the Division.

The requesting entity reserves the right to purchase materials or specialty services directly from existing Statewide Price Agreements and other sources, and to provide these materials to the Contractor. The Contractor shall provide an itemized, quantifiable list of materials required for the project. Specialty services provided from Statewide Price Agreements and other sources shall be coordinated by the Contractor.

If the Contractor is requesting reimbursement for materials used on the work, copies of the invoices for the materials must be included when submitting invoices/pay applications. The Contractor may NOT add markups for the materials purchased.

The Division reserves the right to obtain quotes from multiple vendors covered under this Price Agreement and award a project to a contractor based on the quotes.

The Division reserves the right to provide an escort and/or full-time supervision of the Contractor and its employees during any or all phases of a project, should the Division feel it is in its best interest to provide these extraordinary security services.

The Division reserves the right to escort any or all employees of the Contractor off its property, for any inappropriate conduct or actions that jeopardize the safety, security, or wellbeing of the facility or any individual. Inappropriate behavior by the Contractor, its employees or subcontractors may be grounds for immediate removal from this Price Agreement. Any employee of the Contractor found in violation of any law, while on City property, will be prosecuted.

Contractor:

No person shall act as a Contractor without a license issued by the Construction Industries Division (CID), classified to cover the type of work to be performed. No bid on a Price Agreement shall be submitted unless the Contractor has a valid Contractor's license issued by the CID to bid and to perform the type of work to be undertaken, as set forth in §60-13-12, NMSA 1978.

Safety shall be of main concern and enforced by the Contractor on site. The Contractor shall comply with all local, state and federal laws governing safety, health and sanitation. The on-site superintendent shall always have a minimum OSHA 10 and preferably OSHA 30 card with them when on the jobsite. The Division shall not in any way be responsible for any fines set forth for such violations of codes, OSHA standards or any other governing agency having jurisdiction at the work site. The Contractor shall provide all needed safeguards, safety devices, protective equipment and take any actions necessary to protect the life and health of employees on the job; the safety of the public and to protect the property of the Division in connection with the performance of the work covered by this price Agreement.
All personnel working on the project and providing these services shall be experienced and certified in all areas related to this work and required by this Price Agreement. Journeymen level personnel shall have the ability and necessary skills to diagnose problems and to make the appropriate decisions needed to provide these services.

The Contractor shall follow the Occupational Safety and Health Act (OSHA) 29 CFR 1910.147 Standard pertaining to "Lockout/Tagout" procedures for hazardous energy.

The Contractor shall agree to provide required labor within 24 hours for emergency situations.

Contractor's price shall include labor costs, permits, overhead, profit, insurance, equipment, tools and any other fees required to successfully complete the work requested. The Contractor shall be capable of providing a work force with supervision, adequate to perform work for a forty (40) hour work week during normal working hours with the option of working non normal or overtime hours if

required. The Contractor shall be responsible for all permits, fees, and State and/or City inspections associated with their work.
Subcontracting of work is allowed and shall have prior approval by the Division. Subcontractors shall have the appropriate current valid Contractor's licenses for their work. Proof of licenses shall be furnished upon request.

There will be NO markups allowed for adding subcontractor costs or to cover general conditions (administrative costs and other related expenses) allowed on any of the quotes issued pursuant to this Price Agreement. If a subcontractor is hired for the project the reimbursement must be at actual cost of the subcontractor's cost. The cost of the subcontractor will be added at time of invoicing as a separate item to be paid by the Department.
Furnishing of submittal data for any/all new equipment and materials as well as O&M' s is required. Training of site personnel for the proper operation of newly installed equipment/systems and its related controls will be required for completion. This training will be acceptable to the person in charge of the facility and/or the City's Project manager in charge of the project.

The Contractor shall provide all protective coverings necessary to protect existing, adjacent finishes while performing its work. If any damage is encountered during the contractor's work, the contractor will be held responsible for repairing any damage done by his employees, subcontractors, and vendors. The Contractor shall restore any damage to existing and/or adjacent finishes damaged while performing work and to make new work inconspicuous with the existing adjacent finishes.

The Contractor and its employees agree to cooperate with and to abide by the rules and requirements of the Division to not interfere with the daily operations of the Division or to jeopardize the health, safety or welfare of the employees or general public conducting business with the Division.

Clean Up and Storage:

A. The Contractor will provide off-site legal disposal of all waste products, trash, and debris. The Division's trash receptacles will not be used by the Contractor. Sanitary facilities will "not" be available at the job site. Contractor shall be responsible for the provision and maintenance of portable toilets.
B. The Contractor, on a daily basis, shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. At completion of the Work, the Contractor shall remove the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials and shall then thoroughly clean the premises and the site to the Division's satisfaction.
C. Materials or equipment shall be delivered to the project in the manufacturer's original sealed, labeled containers and shall be adequately protected against moisture, dust, tampering or damage from improper handling or storage. Materials shall not be delivered to the site before they are needed.
D. Storage of materials and construction equipment shall be coordinated with the Division.

Task Order:

The Contractor shall be required to provide On-Call Construction Services for any number of the activities listed under Scope of Work upon the request of the Division. When a service is identified, the Division shall provide, at a minimum, a detailed scope of work and/or drawings defining work

required. Each project will be individually described in a "Task Order". The Task Order will describe the scope of work, the duration of the project with the date of Substantial Completion and if there are liquidated damages for not meeting the date of substantial completion. The date of Substantial Completion is the date when the space can be occupied or the Work used/operated and is turned over to the User Agency. Final completion is the date when the project is totally complete, the punch list work complete and the Contractor's final pay application/invoice is approved. The terms and conditions of the Contractor's Price Agreement will apply to all Task Orders.

Upon receiving the City's Task Order, the Contractor shall promptly visit the site and compare the Division's scope of work and/or drawings to the existing conditions and provide all services called for in addition to the requirements set forth in this Price Agreement. The Contractor will be required to provide a written quote (based upon the rates submitted in the Bid Form) sub-contractors list (including subcontractor’s CID licenses) and cost summary to include the work to be performed, sub-contractors cost and the amount of time required for the completion of the project and submit to the Division at no cost to the Division. Project schedules, negotiated price, and completion dates shall be determined on a project-by-project basis and dependent upon the urgency of that task.

If any equipment or system cannot be economically repaired or has reached the end of its life cycle, the Contractor shall justify with costs and other information they need for replacement. If replacement is recommended, the Contractor will provide written justification for system and/or the model, size, and type of unit recommended along with any applicable efficiency data. The Division's standards will be discussed and taken into consideration when proposing replacement units or systems. Any replacement unit shall be reviewed and approved by the requesting entity.

Change Orders:

Any change orders to the project scope will require an additional Task Order with backup materials and labor costs and shall be substantiated that there was no way of knowing the additional services were needed when the original quote was provided. Change orders shall be managed closely by the Division. Preventative measures shall be taken by both the contractor and the Division prior to issuing the Notice to Proceed. Such measures may include soil tests (soil boring); clarification of ambiguity in the project plan, the scope of work, the Task Order, the drawings, etc.; the project scope should be completely defined and agreed upon before any work begins.

Other Construction Related Terms and Conditions:

Mediation:

Any controversy or claim arising between the parties shall be settled by mediation if the parties cannot reach a mutually agreeable solution. The parties shall endeavor to resolve their disagreement by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the procedures of the New Mexico Public Works Mediation Act (NMSA §13-4C-1 et seq.) except that before any party may select a mediator it must confer in good faith with the other party concerning the selection of a mutually acceptable mediator. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of notice of mediation session, unless stayed for a longer period by agreement of the parties or court order.

Inspection of Work:

If a Purchase Order is issued for the purchase of services, the following terms shall apply when applicable:

A. Services 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 Division covering the services under the Purchase Order. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Division during the term of performance of the Work and for as long thereafter as required.
C. The Division has the right to inspect and test all services contemplated to the extent practicable at all times and places during the term of the Project. The Division shall perform inspections and tests in a manner that will not unduly delay or interfere with the Contractor's performance.
D. If the Division 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 Purchase Order price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.
E. If any part of the services does not conform with the requirements, the Division may require the Contractor to re-perform the services in conformity with the requirements at no increase in Purchase Order amount. When the defects in services cannot be corrected by re-performance, the Division may:
   (1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements; and
   (2) reduce the Purchase Order price to reflect the reduced value of the services performed.
F. 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, the Division may:
   (1) by Agreement or otherwise, perform the services and charge to the Contractor any cost incurred by the Division that is directly related to the performance of such service; or
   (2) cancel the Purchase Order for default.

Suspension, Delay or Interruption of Work:

The Division may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the Work in whole or in part for such period as the Division may determine. 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.

If at any time there is a delay in the critical path of the Work due to postponement, due to the Contractor's efforts to justify an extension of the time or an increase in the Agreement Price beyond the deadlines or due to the Contractor's refusal to proceed with any of the approved Work, such delay and any Contractor costs resulting from it shall not serve as the basis for the extension of the Time for Completion or Agreement Completion Date or for an increase in the Price Agreement Price.

Permits and Fees:

A. IF APPLICABLE- The Contractor shall secure and pay for the Building Permit and other permits and governmental fees, licenses and inspections and Certificate of Occupancy necessary for

proper execution and completion of the Work. Changes or modifications to the Work shall include all requirements of this paragraph.

B. The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities applicable to performance of the Work.
C. IF APPLICABLE- Certificates of Inspection, use and occupancy will be delivered to the Division upon completion of the Work in sufficient time for occupation of the facility in accordance with the approved schedule for the Work. Contractor shall deliver a photocopy of the Building Permit to the Design Professional and requesting entity as soon as it is obtained.

Schedule, Progress Meetings and Reports:

A. The Contractor, promptly after being awarded a Project and before the first payment application, shall prepare and submit for the Division's information a Critical Path Construction Schedule for the Work that indicates the intended start and completion of the various construction activities, which shall be implemented and adhered to by the Contractor, Subcontractors, material suppliers and equipment suppliers. At a minimum, the schedule shall be a GANTT type schedule and shall not exceed time limits allowed by the Task Order or Notice to Proceed with no fewer work breakdown events than line items of the Schedule of Values.
B. The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Division.
C. Progress meetings shall be scheduled on a regular basis. The purpose will be to review the upcoming activities, any open issues and current progress. The Contractor shall keep any meeting minutes as needed. Progress schedules shall be updated regularly. A three-week look-ahead schedule should be presented at every project meeting. A new schedule shall be presented with any change orders.
D. The Contractor shall prepare a daily report each day the Contractor, subcontractors or any other entity are on the project. The daily reports shall be maintained at the site and be well organized. The Division may request copies at any time. The reports may include:
    1. report date and who prepared the report;
    2. weather conditions - low temp, visibility, humidity, wind, wind direction, cloud conditions, precipitation amount, other notes;
    3. companies present by name and their number of workers, work location, total man hours that day for each company;
    4. equipment-type, source, units of work done, location of work, hour meter reading;
    5. material brought to site-description, units, quantity, quality, location, time;
    6. visitors to site -name, company, time;
    7. safety concerns-company, contact, noticed by, work activity, safety issue, requirement, outcome: and
    8. quality assurance and control -company, description of issue, specification section, issued by.

Close-out Requirements:

The Contractor shall submit to the Division a separate and detailed Closeout Schedule indicating the date of Final Completion and all work to be completed before Final Completion including Close-Out requirements. The punch list of incomplete or inadequate work shall also be submitted when the work is substantially complete. Failure to include any item on the punch list does not alter the responsibility of the Contractor to complete all work in accordance with the Price Agreement Documents.

Before final completion can be achieved, all Work must be complete and accepted including the following as applicable:

a. Work associated with Punch List(s);
b. testing, balance or performance operations complete and in agreement that associated work is in compliance with the Price Agreement Documents;
c. one hard copy and one electronic copy in .pdf format of final approved test, balance or performance report(s) complete with directory of contents submitted to the Division;
d. as-Built drawings delivered in AutoCAD or electronic format;
e. written certification signed by the Division of delivery and stocking of extra material, equipment or components required by the Purchase Order at a location established by the Division;
f. delivery of all warranties required by the Work;
g. all keys, passes, codes, software or other methods or components of control or security which have been correctly and adequately accounted for and closed-out;
i. Start-up of any new equipment and training of staff on all new equipment;
l. Operations and Maintenance Manuals;
m. a certified statement of Release of Liens (AlA Document G706A or approved form) and Consent of Surety.

Warranty:

The Contractor shall warrant its work (non-roofing and equipment), for materials and for workmanship furnished and performed under this Price Agreement for a period of one (1) year minimum from the date of acceptance or Substantial Completion. The Contractor shall warrant its work for repairs or restoration of existing systems and work for ninety (90) days from the date of acceptance or Substantial Completion. It is understood that some equipment is far beyond its normal life and a warranty cannot be extended/supplied. Contractor must pass on to the Division warranties of replaced roofs and equipment offered by the manufacturer.

Bid information:

Hourly rates are requested for the three (3) levels of personnel.

Superintendent: a person with supervisory experience who maintains control of the work and work site. This person may or may not actually perform work on the project.

Journeyman or Experienced Worker: a person licensed by the State for work required and being performed or a person with many years of experience with a high rate of pay.

Laborer: a person with minimal experience, performing minor forms of labor.

Materials and Parts:

Contractor shall submit billings, based on actual Contractor costs for materials, less any applicable percentage for discounts. If there is no discount to be offered, enter zero. Contractor shall provide verification that materials purchased were used for the project. Any unused, billed for materials shall be turned over to the Division for which the work was provided.

The City of Santa Fe requires that all materials shall be new and of the highest quality and at the

best attainable price available for the type of work being performed.

No used materials shall be used on the project. Recycled materials specifically prepared for reuse to meet "LEED" certification may be permitted with the requesting entity's approval.

The City of Santa Fe reserves the right to award this Price Agreement to multiple vendors. Bidders must include pricing for all items starting from item 001 through item 008 in order to allow for accurate comparisons. If a Bidder fails to include one or more of those items his Bid may be rejected.

2. **Compensation**

A. The total amount payable to the Contractor under this Price Agreement, including gross receipts tax and expenses, shall not exceed one million dollars eighty one thousand eight hundred seventy five dollars ($1,081,875.00) per fiscal year, for a total of four million three hundred twenty seven thousand five hundred dollars ($4,327,500.00) including gross receipts tax for the four (4) year term of this Contract. The applicable gross receipts tax shall be shown as a separate amount on each billing or request for payment made under the contract, consistent with NMSA 1978, Section 13-1-108. Wage rates will be paid as set forth in Exhibit A.

B. Payment in future fiscal years is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within twenty-one days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked.

D. If the City fails to pay the contractor within twenty-one days after receipt of an undisputed request for payment, the City shall pay interest to the contractor beginning on the twenty-second day after payment was due, computed at one and one-half percent of the undisputed amount per month or fraction of a month until the payment is issued. If the City receives an improperly completed invoice, the City shall notify the sender of the invoice within seven days of receipt in what way the invoice is improperly completed, and the owner has no further duty to pay on the improperly completed invoice until it is resubmitted as complete.

E. **Notice of Extended Payment Provision for Grant Funded Price Agreements**. This price agreement allows the City to make payment within 45 days after submission of an undisputed request for payment for price agreements funded by grant money consistent with NMSA 1978, sec. 57-28-5(B).

3. Term

THIS PRICE AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This price agreement shall terminate **four (4) years from the date of final signature**.

4. Termination

A. Grounds. The City may terminate this price agreement for convenience or cause. For price agreements within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. The Contractor may only terminate this Price Agreement based upon the City's uncured, material breach of this Price 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 Price 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 Price 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 Price Agreement, the Contractor is suspended or debarred by the City; or (iii) the Price Agreement is terminated pursuant to Paragraph 5, "Appropriations," of this Price Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Price 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 Price 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 PRICE AGREEMENT.*

5. Appropriations

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

6. Status of Contractor

The Contractor and its agents and employees are independent contractors performing construction services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue

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

7. Construction Price Agreement **Performance and Payment Bond**

A. When a construction Task Order is approved in excess of twenty-five thousand dollars ($25,000), the following bonds or security shall be delivered to the City and shall become binding on the parties upon the approval of the Task Order. If the Contractor fails to deliver the required performance and payment bonds, the Contractor's bid shall be rejected, its bid security shall be enforced to the extent of actual damages. Approval of a task order shall be made pursuant to the Procurement Code in the following manner:

(1) a performance bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the Task Order; and

(2) a payment bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the Task Order, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the Task Order.

B. A subcontractor shall provide a performance and payment bond on a public works building project if the subcontractor's contract for work to be performed on a project is one hundred twenty-five thousand dollars ($125,000) or more.

8. Assignment

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

9. Subcontracting

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

10. Release

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

11. Confidentiality

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

12. Product of Service -- Copyright

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

13. Conflict of Interest; Governmental Conduct Act

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Price 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 Price Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Price Agreement, will continue to comply with, and that this Price 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 Article 12 are material representations of fact upon which the City relied when this Price 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 Price Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Price 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 Article 12 were erroneous on the effective date of this Price 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 Price Agreement to the contrary, the City may immediately terminate the Price Agreement.

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

14. Amendment

A. This Price 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 Price 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 Price Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

15. Change Orders

A. Changes. The Contractor may only make changes or revisions within the Task Order as defined by Article 1 and/or Exhibit 1 after receipt of written approval by the Project Manager, or his/her designee. Such change may only be made to Tasks or Sub-Task as defined in the Scope of Work. Under no circumstance shall such change affect the:

1) Deliverable requirements, as outlined in the Task Order;
2) Due date of any Deliverable, as outlined in the Task Order;
3) Compensation of any Deliverable, as outlined in the Task Order;
4) Price Agreement compensation, as outlined in Article 2; or
5) Price Agreement termination, as outlined in Article 4.

B. Change Request Process. In the event that circumstances warrant a change to accomplish the Task Order as described above, a Change Request shall be submitted that meets the following criteria:

1) The Contractor shall draft a written Change Request for review and approval by the Project Manager to include:
(a) the name of the person requesting the change;
(b) a summary of the required change;
(c) the start date for the change;
(d) the reason and necessity for change;
(e) the elements to be altered; and
(f) the impact of the change.

2. The Project Manager shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) Business Days of receipt of the Change Request. All decisions made by the Project Manager are final. Change Requests, once approved, become a part of the Task Order, and become binding as a part of the original Task Order.

16. Merger

This Price 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 Price Agreement.

All terms and conditions of the **ITB #25119 – On-Call Collection System Construction Services,** and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

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

17. Penalties for violation of law

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

18. Equal Opportunity Compliance

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

19. Applicable Law

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

20. Workers Compensation

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

21. Other Insurance

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

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

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

C. Contractor shall maintain the above insurance for the term of this Price 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.

22. Records and Financial Audit

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

23. Indemnification

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims,

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

24. New Mexico Tort Claims Act

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

25. Invalid Term or Condition

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

26. Enforcement of Price Agreement

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

27. Notices

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

To the City: Gilbert Rodriguez
73 Paseo Real
Santa Fe, NM 87507

To the Contractor: Brent Costlow
44 Coyote Mountain Rd.
Santa Fe, NM 87507

28. Authority

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

29. Progress Payments

Based upon Application for Payment submitted to the City by the Contractor and Certificates for Payment issued by the City, the City shall make progress payments on account of the Price Agreement sum to the Contractor as provided in the Price Agreement documents for the period ending the last day of the month as follows:

Not later than twenty-one (21) days following the end of the period covered by the Application for Payment, one hundred percent (100%) of the portion of the Price Agreement Sum properly allocable to labor, materials, and equipment incorporated in the work and one hundred percent (100%) of the portion of the Price Agreement sum properly allocable to materials and equipment suitably stored at the site or some other location agreed upon in writing for the period covered by the Application for Payment, less the aggregate of previous payments made by the City; and upon substantial completion of the entire work, a sum sufficient to increase the total payments to one hundred percent (100%) of the Price Agreement sum, less such amounts as the City shall determine for all incomplete work and unsettled claims as provided in the Price Agreement documents.

30. Final Payment

Final payment, constituting the entire unpaid balance of the Price Agreement sum, unless it is a disputed payment, shall be paid by the City to the Contractor within twenty-one (21) calendar days, after all deficiencies to the Price Agreement document that were noted during the Substantial Completion Inspection and listed on the attachment to the Certificate of Substantial Completion have been corrected, and provided the Price Agreement has been fully performed and a final Certificate for Payment has been issued by the City. In addition, the Contractor shall provide to the City a certified statement of Release of Lien (AIA Document G706A or approved form), Consent of Surety, Warranty from Prime Contractor, Warranties from Suppliers and Manufacturers, training sessions, equipment/operating manuals, and as-built drawings.

31. General and Special Provisions

A. Terms used in this Price Agreement which are defined in the Conditions of the Price Agreement shall have the meanings designated in those Conditions.

B. An enumeration of the Contractor's General Comprehensive Liability Insurance requirements appears in the General Conditions of the Price Agreement for construction. Insurance requirements are also described in the Instructions to the Bidder section of the Project Manual. Contractor shall maintain adequate insurance in at least the maximum amounts, which the City could be liable under the New Mexico Tort Claims Act and shall provide proof of such insurance coverage to the City. It is the sole responsibility of the Contractor to comply with the law.

C. This Price Agreement shall not become effective until: (1) approved by the Governing Body; and (2) signed by all parties required to sign this Price Agreement.

D. The Contractor shall maintain detailed time records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration and the State Auditor. The City shall have the right to audit billings both before and after payment. Payment under this Price Agreement shall not foreclose the right of the City to recover excessive illegal payments.

E. The Contractor warrants that the Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this Price Agreement.

F. The Contractor hereby warrants that the Contractor complies with the Americans with Disabilities Act, 29 CFR 1630.

G. Gender, Singular/Plural. Words of any gender used in this Price Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

H. Captions and Section Headings. The captions and section headings contained in this Price Agreement are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope, and conditions of this Price Agreement.

I. Certificates and Documents Incorporated. All certificates and documentation required by the provisions of the Price Agreement shall be attached to this Price Agreement at the time of execution and are hereby incorporated by reference as though set forth in full in this Price Agreement to the extent they are consistent with its conditions and terms.

J. Separability. If any clause or provision of this Price Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Price Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Price Agreement shall not be affected thereby.

K. Words and Phrases. Words, phrases, and abbreviations, which have well-known technical or trade meanings used in the Price Agreement documents shall be used according to such recognized meaning. In the event of a conflict, the more stringent meaning shall govern.

L. Relationship of Price Agreement Documents. The Price Agreement Documents are complementary, and any requirement of one Price Agreement Document shall be as binding as if required by all.

M. Pursuant to NMSA 1978, section 13-1-191, reference is hereby made to the Criminal Laws of New Mexico (including NMSA 1978, sections 30-14-1, 30-24-2, and 30-41-1 through 30-41-3) which prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code (NMSA 1978, sections 13-1-28 through 13-1-199) imposes civil and criminal penalties for its violation.

N. Pursuant to NMSA 1978, section 13-4-11. Reference is hereby made to the Minimum Wage on Public Works; weekly payments; posting wage scale; withholding funds.

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

CITY OF SANTA FE:

Alan Webber (Sep 29, 2025 16:14:51 MDT)

ALAN WEBBER, MAYOR

DATE: 09/29/2025

CONTRACTOR:

Karl W. Eberhart

Karl W. Eberhart (Aug 12, 2025 12:33:23 CDT)

Karl Eberhart, President

DATE: Aug 12, 2025

NMBTIN#: _____

ATTEST:

ANDREA SALAZAR (Sep 29, 2025 16:18:13 MDT)

ANDRÉA SALAZAR, CITY CLERK

GB MTG 09-24-25

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Aug 12, 2025 13:07:28 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

EMILY OSTER, FINANCE DIRECTOR

EXHIBIT A

Santa Fe sewer maintanence bid sheet

Bidder Instructions: *(Replace Department Instructions, prior to ITB release. Be sure to check row height to ensure the entire instructions are displayed.)*

Items - Bidders do not have the ability to add or delete items.

Approx. Qty. - Quantities provides are estimates, only, and do not establish a definite quantity contract. Actual quantities purchased under a resulting agreement may vary. Bidders may not change the Approx. Qty.

UOM (Unit of Measure) - Bidders do not have the ability to change the UOM. Any variation from the UOM identified may be provided in the Comments.

Article and Description - Bidder cannot change Article and Description. Any clarification, explanation, brand name identification, etc. must be provided in the

Unit Price - Bidders must provide pricing that conforms with the identified Unit Price.

Comments - Bidders may only provide comments to explain or clarify an item, identify a brand name, or provide information as specifically stated in the corresponding ITB document. Changes and additions to the items, including variations in pricing for an item, are not permitted. Any comments that do not conform to the requirements in the ITB or on this form will be disregarded, and will not be included in the resulting award, if bidder is awarded.

Item	Approx. Qty.	UOM	Article and Description	Unit Price	Comments
			Wage Rates for Projects Under $60,000.00		
1	1	Hourly	Superintendent – Regular Hourly Rate	$89.00	
2	1	Hourly	Superintendent – Overtime Hourly Rate	$133.50	
3	1	Hourly	Journeyman or expirenced worker – Regular Hourly	$49.00	
4	1	Hourly	Journeyman or experienced worker – Overtime	$73.50	
5	1	Hourly	Laborer – Regular Hourly Rate	$45.00	
6	1	Hourly	Laborer – Overtime Hourly Rate	$67.50	
			Wage Rates for Projects Over $60,000.00		
7	1	Hourly	Superintendent – Regular Hourly Rate	$85.00	
8	1	Hourly	Superintendent – Overtime Hourly Rate	$127.50	
9	1	Hourly	Journeyman or expirienced worker – Regular Hourly	$45.00	
10	1	Hourly	Journeyman or expirienced worker – Overtime Hourly	$67.50	
11	1	Hourly	Laborer – Regular Hourly Rate	$40.00	
12	1	Hourly	Laborer – Overtime Hourly Rate	$60.00	
			Wage Rates for Emergency Response		
13	1	Hourly	Superintendent – Regular Hourly Rate	$95.00	
14	1	Hourly	Superintendent – Overtime Hourly Rate	$142.50	
15	1	Hourly	Journeyman or expirienced worker – Regular Hourly	$54.00	
16	1	Hourly	Journeyman or expirienced worker – Overtime Hourly	81	
17	1	Hourly	Laborer – Regular Hourly Rate	48	
18	1	Hourly	Laborer – Overtime Hourly Rate	$72.00	
			Other Rates		
19	1	Daily	Sanitary/toilet facilities, rental rates	$35.00	
20	1	Rate/Mile	Travel Rate from the Contractors facility to the work site, pursuant to the New Mexico Per Diem and Mileage Act.	0.70	
21	1	Disc	Discount off parts	0%	

Outlook

RE: Collection System On Call Construction

From DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Date Thu 1/23/2025 11:52 AM
To HEERBRANDT, PAUL F. <pfheerbrandt@santafenm.gov>; Purchasing DET <purchasing_det@santafenm.gov>
Cc MACALLISTER, LINDA M. <lmmacallister@santafenm.gov>

Greetings,

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

Please note:

- Save this email as a PDF and upload it into the corresponding Munis records.
- Check with WorkQuest dba Horizons of New Mexico (vendor # 8673) (mloehman@horizonsofnewmexico.org) if this service appears on their approved list.
- If your request includes anything that needs to be reviewed and preapproved by another City Department/Division, please send the same SOW to the corresponding email address and include their response in your packet/Munis.
  -IT components (anything IT) - ereview@santafenm.gov
  -Vehicles – dmjaramillo@santafenm.gov
  -Grants - grants@santafenm.gov
  - Construction, Facilities, Furniture, Fixtures, Equipment, etc. - jsburnett@santafenm.gov
  -Emergency Related Purchases - bgwilliams@santafenm.gov
  -Asset over $5k - jxbolden@santafenm.gov
- Ensure that the appropriate templates and forms are used https://intranet.santafenm.gov/finance_1 and documented procedures/laws/rules are followed.
- > $20k per year, when processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails.
- If you are processing a procurement where the forecasted amount is =/> $60k, per NMSA 1978, Section 13-1-102, the procurement method must be ITB (if you choose not to use a cooperative or an existing contract). If you feel you need to process an RFP, you must get an Authorization and Plan approved before you process.
- < $20k per year, one quote is acceptable.
- From $20k to $60k per year, if you aren't using a cooperative or existing contract, you'll need to provide 3 quotes in your req. Must use the Munis Bid Module after 12/21/2023.
- Please keep this as part of the procurement file for future reference.
- Figure out your funding source and **inform Purchasing**. To ensure that the proper documents and language are used, it is important to identify the funding source for the subsequent contract. For instance, if federal funds are involved, the procurement request and subsequent contract must

include the necessary federal language. Therefore, it is crucial to determine the funding source beforehand.
- Please review the pages linked below to determine whether any of the existing contracts/price agreements or cooperative agreements are applicable to this request. You might be able to use an existing price agreement to save time and money.
    - https://www.generalservices.state.nm.us/state-purchasing/statewide-price-agreements/ (if you choose to use a Statewide, you do not need to ask Horizons if they can do the work. State Purchasing must offer the SOW to Horizons prior to placing the award on their website.)
    - https://naspovaluepoint.org/categories/
    - https://www.omniapartners.com/publicsector/contracts
    - https://www.buyboard.com/home.aspx
    - https://www.h-gac.com/Home
    - https://www.gsaelibrary.gsa.gov/
    - https://www.sourcewell-mn.gov/contract-search

- Submit or send your request to the appropriate MS Teams channel or email address:
    - RFPs requests to https://teams.microsoft.com/l/channel/19%3ad63b9c8b586d424fa5eed34177146ac5%40thread.tacv2/RFP%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f
    - ITBs requests to https://teams.microsoft.com/l/channel/19%3a48e1e4588c0440a09cfbd9b907ed42d4%40thread.tacv2/ITB%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f
    - Determination requests to purchasing_det@santafenm.gov
    - And all other requests to purchasing@santafenm.gov

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

Regards,

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

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

Vendor Registration and Current Procurement Opportunities:
https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/SearchResults.aspx

Internal Link: https://intranet.santafenm.gov/finance_1

CITY OF SANTA FE
FINANCE

"The future belongs to those who believe in the beauty of their dreams." — Eleanor Roosevelt

From: HEERBRANDT, PAUL F. <pfheerbrandt@santafenm.gov>
Sent: Thursday, January 23, 2025 10:52 AM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: MACALLISTER, LINDA M. <lmmacallister@santafenm.gov>
Subject: Collection System On Call Construction

Requesting the determination of the contract type and procurement method for the following scope of work. Thanks

Collection System On Call Construction

The City of Santa Fe, Public Utilities Department, Wastewater Management Division (Division) wishes to establish a Price Agreement for On-Call Repair, Replacement, Extension, and Rehabilitation of Sewer Collection System Construction services work by New Mexico licensed contractors to provide miscellaneous repairs, upgrades, improvements, replacements, new construction services and material for facilities throughout the Paseo Real Wastewater Reclamation Facility, the Sanitary Sewer Collection System, and other remote locations.

The Division shall provide, at a minimum, a detailed scope of work and/or drawings, generally defining the construction work required for the project. The Contractor shall be responsible for verifications of all existing conditions, measurements, and dimensions for bidding.

The award of this Price Agreement is without assurance of quantity or dollar amount of work to be performed.

Contractors shall have the technical staff to perform diagnostic services and provide professionally prepared, stamped drawings, if needed, to obtain installation or construction permits. The Contractor is responsible for obtaining all required licenses, fees and permits required to perform the work. Contractor shall be responsible for any applicable Local, County, State and Federal requirements and permits including, but not limited to, the City of Santa Fe's Stormwater Pollution Prevention Program and Stormwater BMPs.

The City of Santa Fe Wastewater Management Division shall be able to utilize this On-Call Contract as needed and as funding is available.

Wage Rates:

All work covered by this Price Agreement shall be in accordance with applicable City and State laws and is subject to the minimum wage rate determination issued by the Department of Workforce Solutions (DWS), if applicable.

A wage rate decision is required by the Public Works minimum Wage Act for construction, demolition or renovation purposes on projects costing sixty thousand dollars ($60,000) or more. The Contractor agrees to comply with the current prevailing wage rate schedule when applicable. For current wage rates or for additional information, visit: http://www.dws.state.nm.us . The Division will request a wage rate determination from the DWS for each project that is $60,000 or more.

When submitting a quote for a specific project valued at more than sixty thousand dollars ($60,000) for any portion of a public works project that is subject to the New Mexico Public Works Act, the Contractor is required to be registered with the Labor and Industrial Division of the Department of Workforce Solutions prior to submitting its quote. The Division may reject any quote that fails to provide a Public Works registration number for the prime Contractor and all other listed Contractors or subcontractors.

Other:

All work shall be in accordance with applicable City and state laws, the International Building Code (IBC) and the New Mexico building codes. The Contractor shall be responsible for all permits associated with this work as required by the governmental Authority Having Jurisdiction (AHJ).

All work shall be in strict compliance with the national and state building mechanical, plumbing and electrical codes including SMACNA, and ASHRAE standards.

Contractors shall be capable of providing all coordination, supervision and services required for comprehensive general construction, facilities replacement, upgrade and improvement projects and to provide new construction services including incidental design. It can include site and utility work, mechanical work, pavement restoration, facilities repair, renovation, backfill services, digging, ditching, rock stabilization, concrete, and pour in place and form place finish. The utility work shall include pumping systems, gravity sewers, manholes, force mains, and related facilities. It may also include demolition and abatement projects.

All material shall be new and of the highest quality available for the type of work being performed. The purchase of major equipment or material must be preceded by submission of submittal data on the proposed equipment or material and shall be reviewed and approved by the Division.

The requesting entity reserves the right to purchase materials or specialty services directly from existing Statewide Price Agreements and other sources, and to provide these materials to the Contractor. The Contractor shall provide an itemized, quantifiable list of materials required for the project. Specialty services provided from Statewide Price Agreements and other sources shall be coordinated by the Contractor.

If the Contractor is requesting reimbursement for materials used on the work, copies of the invoices for the materials must be included when submitting invoices/pay applications. The Contractor may NOT add markups for the materials purchased.

The Division reserves the right to obtain quotes from multiple vendors covered under this Price Agreement and award a project to a contractor based on the quotes.

The Division reserves the right to provide an escort and/or full-time supervision of the Contractor and its employees during any or all phases of a project, should the Division feel it is in its best interest to provide these extraordinary security services.

The Division reserves the right to escort any or all employees of the Contractor off its property, for any inappropriate conduct or actions that jeopardize the safety, security, or wellbeing of the facility or any individual. Inappropriate behavior by the Contractor, its employees or subcontractors may be grounds for immediate removal from this Price Agreement. Any employee of the Contractor found in violation of any law, while on City property, will be prosecuted.

Contractor:

No person shall act as a Contractor without a license issued by the Construction Industries Division (CID), classified to cover the type of work to be performed. No bid on a contract shall be submitted unless the Contractor has a valid Contractor's license issued by the CID to bid and to perform the type of work to be undertaken, as set forth in §60-13-12, NMSA 1978.

Safety shall be of main concern and enforced by the Contractor on site. The Contractor shall comply with all local, state and federal laws governing safety, health and sanitation. The on-site superintendent shall always have a minimum OSHA 10 and preferably OSHA 30 card with them when on the jobsite. The Division shall not in any way be responsible for any fines set forth for such violations of codes, OSHA standards or any other governing agency having jurisdiction at the work site. The Contractor shall provide all needed safeguards, safety devices, protective equipment and take any actions necessary to protect the life and health of employees on the job; the safety of the public and to protect the property of the Division in connection with the performance of the work covered by this price Agreement.

All personnel working on the project and providing these services shall be experienced and certified in all areas related to this work and required by this Price Agreement. Journeymen level personnel shall have the ability and necessary skills to diagnose problems and to make the appropriate decisions needed to provide these services.

The Contractor shall follow the Occupational Safety and Health Act (OSHA) 29 CFR 1910.147 Standard pertaining to "Lockout/Tagout" procedures for hazardous energy.

The Contractor shall agree to provide required labor within 24 hours for emergency situations.

Contractor's price shall include labor costs, permits, overhead, profit, insurance, equipment, tools and any other fees required to successfully complete the work requested. The Contractor shall be capable of providing a work force with supervision, adequate to perform work for a forty (40) hour work week during normal working hours with the option of working non normal or overtime hours if required. The Contractor shall be responsible for all permits, fees, and State and/or City inspections associated with their work.

Subcontracting of work is allowed and shall have prior approval by the Division. Subcontractors shall have the appropriate current valid Contractor's licenses for their work. Proof of licenses shall be furnished upon request.

There will be NO markups allowed for adding subcontractor costs or to cover general conditions (administrative costs and other related expenses) allowed on any of the quotes issued pursuant to this Price Agreement. If a subcontractor is hired for the project the reimbursement must be at actual cost of the subcontractor's cost. The cost of the subcontractor will be added at time of invoicing as a separate item to be paid by the Department.

Furnishing of submittal data for any/all new equipment and materials as well as O&M' s is required. Training of site personnel for the proper operation of newly installed equipment/systems and its related controls will be required for completion. This training will be acceptable to the person in charge of the facility and/or the City's Project manager in charge of the project.

The Contractor shall provide all protective coverings necessary to protect existing, adjacent finishes while performing its work. If any damage is encountered during the contractor's work, the contractor will be held responsible for repairing any damage done by his employees, subcontractors, and vendors. The Contractor shall restore any damage to existing and/or adjacent finishes damaged while performing work and to make new work inconspicuous with the existing adjacent finishes.

The Contractor and its employees agree to cooperate with and to abide by the rules and requirements of the Division to not interfere with the daily operations of the Division or to jeopardize the health, safety or welfare of the employees or general public conducting business with the Division.

Clean Up and Storage:

A. The Contractor will provide off-site legal disposal of all waste products, trash, and debris. The Division's trash receptacles will not be used by the Contractor. Sanitary facilities will "not" be available at the job site. Contractor shall be responsible for the provision and maintenance of portable toilets.

B. The Contractor, on a daily basis, shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. At completion of the Work, the Contractor shall remove the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials and shall then thoroughly clean the premises and the site to the Division's satisfaction.

C. Materials or equipment shall be delivered to the project in the manufacturer's original sealed, labeled containers and shall be adequately protected against moisture, dust, tampering or damage from improper handling or storage. Materials shall not be delivered to the site before they are needed.

D. Storage of materials and construction equipment shall be coordinated with the Division.

Task Order:

The Contractor shall be required to provide On-Call Construction Services for any number of the activities listed under Scope of Work upon the request of the Division. When a service is identified, the Division shall provide, at a minimum, a detailed scope of work and/or drawings defining work required. Each project will be individually described in a "Task Order". The Task Order will describe the scope of work, the duration of the project with the date of Substantial Completion and if there are liquidated damages for not meeting the date of substantial completion. The date of Substantial Completion is the date when the space can be occupied or the Work used/operated and is turned over to the User Agency. Final completion is the date when the project is totally complete, the punch list work complete and the Contractor's final pay application/invoice is approved. The terms and conditions of the Contractor's Price Agreement will apply to all Task Orders.

Upon receiving the City's Task Order, the Contractor shall promptly visit the site and compare the Division's scope of work and/or drawings to the existing conditions and provide all services called for in addition to the requirements set forth in this Price Agreement. The Contractor will be required to provide a written quote (based upon the rates submitted in the Bid Form) sub-contractors list (including subcontractor's CID licenses) and cost summary to include the work to be performed, sub-contractors cost and the amount of time required for the completion of the project and submit to the Division at no cost to the Division. Project schedules, negotiated price, and completion dates shall be determined on a project-by-project basis and dependent upon the urgency of that task.

If any equipment or system cannot be economically repaired or has reached the end of its life cycle, the Contractor shall justify with costs and other information they need for replacement. If replacement is recommended, the Contractor will provide written justification for system and/or the model, size, and type of unit recommended along with any applicable efficiency data. The Division's standards will be discussed and taken into consideration when proposing replacement units or systems. Any replacement unit shall be reviewed and approved by the requesting entity.

Change Orders:

Any change orders to the project scope will require an additional Task Order with backup materials and labor costs and shall be substantiated that there was no way of knowing the additional services were needed when the original quote was provided. Change orders shall be managed closely by the Division. Preventative measures shall be taken by both the contractor and the Division prior to issuing the Notice to Proceed. Such measures may include soil tests (soil boring); clarification of ambiguity in the project plan, the scope of work, the Task Order, the drawings, etc.; the project scope should be completely defined and agreed upon before any work begins.

Other Construction Related Terms and Conditions:

Mediation:

Any controversy or claim arising between the parties shall be settled by mediation if the parties cannot reach a mutually agreeable solution. The parties shall endeavor to resolve their disagreement by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the procedures of the New Mexico Public Works Mediation Act (NMSA §13-4C-1 et seq.) except that before any party may select a mediator it must confer in good faith with the other party concerning the selection of a mutually acceptable mediator. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of notice of mediation session, unless stayed for a longer period by agreement of the parties or court order.

Inspection of Work:

If a Purchase Order is issued for the purchase of services, the following terms shall apply when applicable:

A. Services 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 Division covering the services under the Purchase Order. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Division during the term of performance of the Work and for as long thereafter as required.

C. The Division has the right to inspect and test all services contemplated to the extent practicable at all times and places during the term of the Project. The Division shall perform inspections and tests in a manner that will not unduly delay or interfere with the Contractor's performance.

D. If the Division 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 Purchase Order price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

E. If any part of the services does not conform with the requirements, the Division may require the Contractor to re-perform the services in conformity with the requirements at no increase in Purchase Order amount. When the defects in services cannot be corrected by re-performance, the Division may:

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

F. 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, the Division may:

(1) by Agreement or otherwise, perform the services and charge to the Contractor any cost incurred by the Division that is directly related to the performance of such service; or
(2) cancel the Purchase Order for default.

THE PROVISIONS OF THIS ARTICLE ARE NOT EXCLUSIVE AND DO NOT WAIVE THE REQUESTING ENTITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THE PURCHASE ORDER/PRICE AGREEMENT.

Suspension, Delay or Interruption of Work:

The Division may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the Work in whole or in part for such period as the Division may determine. 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.

If at any time there is a delay in the critical path of the Work due to postponement, due to the Contractor's efforts to justify an extension of the time or an increase in the Agreement Price beyond the deadlines or due to the Contractor's refusal to proceed with any of the approved Work, such delay and any Contractor costs resulting from it shall not serve as the basis for the extension of the Time for Completion or Agreement Completion Date or for an increase in the Contract Price.

Permits and Fees:

A. IF APPLICABLE- The Contractor shall secure and pay for the Building Permit and other permits and governmental fees, licenses and inspections and Certificate of Occupancy necessary for proper execution and completion of the Work. Changes or modifications to the Work shall include all requirements of this paragraph.

B. The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities applicable to performance of the Work.

C. IF APPLICABLE- Certificates of Inspection, use and occupancy will be delivered to the Division upon completion of the Work in sufficient time for occupation of the facility in accordance with the approved schedule for the Work. Contractor shall deliver a photocopy of the Building Permit to the Design Professional and requesting entity as soon as it is obtained.

Schedule, Progress Meetings and Reports:

A. The Contractor, promptly after being awarded a Project and before the first payment application, shall prepare and submit for the Division's information a Critical Path Construction Schedule for the Work that indicates the intended start and completion of the various construction activities, which shall be implemented and adhered to by the Contractor, Subcontractors, material suppliers and equipment suppliers. At a minimum, the schedule shall be a GANTT type schedule and shall not exceed time limits allowed by the Task Order or Notice to Proceed with no fewer work breakdown events than line items of the Schedule of Values.

B. The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Division.

C. Progress meetings shall be scheduled on a regular basis. The purpose will be to review the upcoming activities, any open issues and current progress. The Contractor shall keep any meeting minutes as needed. Progress schedules shall be updated regularly. A three-week look-ahead schedule should be presented at every project meeting. A new schedule shall be presented with any change orders.

D. The Contractor shall prepare a daily report each day the Contractor, subcontractors or any other entity are on the project. The daily reports shall be maintained at the site and be well organized. The Division may request copies at any time. The reports may include:

1. report date and who prepared the report;
2. weather conditions - low temp, visibility, humidity, wind, wind direction, cloud conditions, precipitation amount, other notes;
3. companies present by name and their number of workers, work location, total man hours that day for each company;
4. equipment-type, source, units of work done, location of work, hour meter reading;
5. material brought to site-description, units, quantity, quality, location, time;
6. visitors to site -name, company, time;
7. safety concerns-company, contact, noticed by, work activity, safety issue, requirement, outcome: and
8. quality assurance and control -company, description of issue, specification section, issued by.

Close-out Requirements:

The Contractor shall submit to the Division a separate and detailed Closeout Schedule indicating the date of Final Completion and all work to be completed before Final Completion including Close-Out requirements. The punch list of incomplete or inadequate work shall also be submitted when the work is substantially complete. Failure to include any item on the punch list does not alter the responsibility of the Contractor to complete all work in accordance with the Contract Documents.

Before final completion can be achieved, all Work must be complete and accepted including the following as applicable:

a. Work associated with Punch List(s);
b. testing, balance or performance operations complete and in agreement that associated work is in compliance with the Contract Documents;
c. one hard copy and one electronic copy in .pdf format of final approved test, balance or performance report(s) complete with directory of contents submitted to the Division;

d. as-Built drawings delivered in AutoCAD or electronic format;
e. written certification signed by the Division of delivery and stocking of extra material, equipment or components required by the Purchase Order at a location established by the Division;
f. delivery of all warranties required by the Work;
g. all keys, passes, codes, software or other methods or components of control or security which have been correctly and adequately accounted for and closed-out;
i. Start-up of any new equipment and training of staff on all new equipment;
l. Operations and Maintenance Manuals;
m. a certified statement of Release of Liens (AIA Document G706A or approved form) and Consent of Surety.

Warranty:

The Contractor shall warrant its work (non-roofing and equipment), for materials and for workmanship furnished and performed under this Price Agreement for a period of one (1) year minimum from the date of acceptance or Substantial Completion. The Contractor shall warrant its work for repairs or restoration of existing systems and work for ninety (90) days from the date of acceptance or Substantial Completion. It is understood that some equipment is far beyond its normal life and a warranty cannot be extended/supplied. Contractor must pass on to the Division warranties of replaced roofs and equipment offered by the manufacturer.

Bid information:

Hourly rates are requested for the three (3) levels of personnel.

Superintendent: a person with supervisory experience who maintains control of the work and work site. This person may or may not actually perform work on the project.

Journeyman or Experienced Worker: a person licensed by the State for work required and being performed or a person with many years of experience with a high rate of pay.

Laborer: a person with minimal experience, performing minor forms of labor.

Materials and Parts:

Contractor shall submit billings, based on actual Contractor costs for materials, less any applicable percentage for discounts. If there is no discount to be offered, enter zero. Contractor shall provide verification that materials purchased were used for the project. Any unused, billed for materials shall be turned over to the Division for which the work was provided.

The City of Santa Fe requires that all materials shall be new and of the highest quality and at the best attainable price available for the type of work being performed.

No used materials shall be used on the project. Recycled materials specifically prepared for reuse to meet "LEED" certification may be permitted with the requesting entity's approval.

The City of Santa Fe reserves the right to award this Price Agreement to multiple vendors. Bidders must include pricing for all items starting from item 001 through item 016 in order to allow for accurate comparisons. If a Bidder fails to include one or more of those items his Bid may be rejected.

P. Fred Heerbrandt, P.E.

Engineer Supervisor Wastewater

City of Santa Fe

505-955-4623

pfheerbrandt@santafenm.gov



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

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

DEPARTMENT / DIVISION NAME	DATE
Public Utilities/Wastewater	8/5/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WW Capital Projects/WIP Construction	5000375	572970	n/a	$ 1,081,875	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 1,081,875	$ -

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

To increase account 572970 for SKE. Plese see memo for detail and please add **SKE COLLECTION** for posting of BAR

ON-CALL NO PL#

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
500	(1,081,875)
TOTAL:	**(1,081,875)**

Linda MacAllister 8/5/2025
Prepared By *{print name}* Date

Division Director Signature *{optional}* Date

Department Director Signature Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins 08/19/2025
Budget Officer Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/3/2025

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

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

PRODUCER Higginbotham Insurance Agency, Inc. 1400 FM 528, Suite F Webster TX 77598	**CONTACT NAME:** Sarah Sowinski **PHONE (A/C, No, Ext):** 281-990-6051 **FAX (A/C, No):** 281-990-6052 **E-MAIL ADDRESS:** ssowinski@Higginbotham.com
	INSURER(S) AFFORDING COVERAGE / **NAIC #**
	INSURER A : The Charter Oak Fire Insurance — 25615
INSURED SKECO SKE Contractors, LLC P.O. Box 1111 Cypress TX 77410	**INSURER B :** The Travelers Indemnity Co of America — 25666
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 300813630 **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 LOC OTHER:			CO-B0617015	5/1/2025	5/1/2026	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 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			BA-B061821A	5/1/2025	5/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Inland Marine Ded. $2,500			CO-B0617015	5/1/2025	5/1/2026	Scheduled Equip. Rented/Leased Equip. Install Floater/Ded.	On File $250,000 $250,000/$1,000

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

The General Liability and Automobile Liability policies include a blanket automatic additional insured endorsement that provides additional insured status and General Liability and Automobile Liability policies include a blanket waiver of subrogation endorsement to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability and Automobile Liability policies have a blanket Primary & Non Contributory endorsement that affords that coverage to certificate holders only where there is a written contract between the Named Insured and the certificate holder that requires such status.

CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Avenue
Santa Fe NM 87501

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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Signature: 

Email: xivigil@santafenm.gov

CITY OF SANTA FE

The Purchasing Memo

Date: August 22, 2025

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

From: Jerome Martinez, Parking Division Administrative Manager JM

Via: Regina Wheeler, Public Works Director RW
RW (Aug 25, 2025 13:00:33 MDT)

Steve Kaspan, Parking Division Director Steve Kaspan
Steve Kaspan (Aug 22, 2025 15:38:25 MDT)

Subject: Parking Meter Equipment and Service of Single-Spaced Parking Meters

Vendor Name: IPS Group Incorporated

Munis Vendor Number: 3785

ITEM AND ISSUE:

Request for Approval of Amendment No. 1 to General Services Contract Item #23-0062 with IPS Group Inc for a New Not to Exceed Total Amount of $1,346,607.14 Including NMGRT and Extending the Termination Date to November 21, 2029. Steve Kaspan, Parking Division Director, Spkaspan@santafenm.gov

CONTRACT NUMBER:

The FY23 Munis contract number is 3203767.

BACKGROUND AND SUMMARY:

This General Services Contract Amendment will allow the continuation of service for single-space parking meters, including related equipment and the system management to operate the meters. This contract is a cooperative purchase based on NCPA contract #05-36 for Single-space Parking Meters and Management System. This amendment will extend these services for an additional three years.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: 535 Parking Fund

Munis Org Name/Number: Parking Administration/ 5350451

Munis Object Name/Number: Service Contracts/510310

Budget Officer / Designee: CFM for AJH
CFM for AJH (Nov 3, 2025 13:21:19 MST) **Date:** 11/03/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-135, Coop

The existing contract 3203767 expires on November 21, 2026.

Chief Procurement Officer (CPO)/Designee: _____ **Date:** 11/04/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

Treasury/Point of Sale Components included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

Is this an externally funded purchase? ☐ Yes | ☒ No

If yes, what is the issuing agency: _____

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

Comment/Exceptions: _____

Is this a Capital Asset or Project? ☐ Yes | ☒ No

Project Ledger Number: _____

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

Comment/Exceptions: _____

ATTACHMENTS:

Contract Amendment
CPO Service Determination Email
Vendor's Quote
General Services Contract
Original contract packet
Certificate of Liability Insurance (COI)

Item# _____
Munis Contract#3203767_____
Original Contract Item# 23-0062_____
NCPA #: 05-36_____

CITY OF SANTA FE
AMENDMENT No. 1 TO
GENERAL SERVICES CONTRACT
ITEM# 23-0062

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE GENERAL SERVICES CONTRACT, dated February 27, 2023 (the "Contract"), between the City of Santa Fe (the "City") and IPS Group Incorporated. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Contract, Contractor has agreed to provide parking meter equipment and service of single-spaced parking meters, related equipment, and the system management to operate the meters. The services under the Contract include management of parking meter software and Contractor's servers, an online management system, which will provide the Parking Division with real-time information on payments, meter malfunctions, updates and upgrades, meter configuration and programming, and credit card transactions and fees.

B. Pursuant to Article 2 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 2 of the Contract is amended to add a Section B to read as follows:

B. The Contractor shall perform the following as described in Exhibit "C" attached hereto:

1) Provide ongoing support for credit card payments made by parking customers on Single Space

Parking Meters.

2) Provide ongoing support for Monthly Management System Fees for Single Space Parking Meters.

3) Provide replacement MK5 Refurbished Meters under Annual Spare Parts Budget.

2. COMPENSATION.

Article 3 of the Contract is amended to increase the amount of compensation by a total of $543,600 so that the following is added after the current list of Deliverable Items and the last sentence of Article 3 is amended as follows:

The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed here and identified in the attached Exhibit "C".

Deliverable Item:	U/I (unit of issue)	Price One Year Total	Price Three Year Total
Credit Card Transaction Fee for Single Space Parking Meters	1150	$72,000.00	$216,000.00
Monthly Management System Fee for Single Space Parking Meters	1150	$79,200.00	$237,600.00
Annual Spare Parts Budget	3	$30,000.00	$90,000.00

The total compensation under this agreement shall not exceed $1,346,607.14 including New Mexico gross receipts tax.

3. TERM:

Article 5 of the Contract is hereby deleted in its entirety and the following Article 5 is substituted in its place:

This Contract shall be effective when signed by the City and shall terminate on November 21, 2029.

4. CONTRACT IN FULL FORCE.

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

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

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:
IPS Group Incorporated

_____
BRIAN WEBBER, GENERAL COUNSEL

DATE: 07-31-2025
CRS# 03279538003

Registration # 291725

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (Aug 21, 2025 16:41:14 MDT)
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
FINANCE DIRECTOR

EXHIBIT C



QUOTE

Date: 03/18/25
Sales Quote #:
Customer ID:

IPS Group, Inc.
7737 Kenamar Ct
San Diego CA 92121
Patrick Smith
609-513-6383
patrick.smith@ipsgroupinc.com

City of Santa Fe, NM

Salesperson	Contract	Payment Terms	Due Date
PS			

Shipping Method	Shipping Terms	Delivery Date

QTY	ITEM #	DESCRIPTION	One-Year Total	3-Year Total
1150	CC FEE	Credit Card Transaction Fee for Single Space Parking Meters	$ 72,000.00	$ 216,000.00
1150	MNTHLY FEE	Monthly Management System Fee for Single Space Parking Meters	$ 79,200.00	$ 237,600.00
3	SPARE	Annual Spare Parts Budget	$ 30,000.00	$ 90,000.00
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
			Subtotal	$ 543,600.00
			Sales Tax	
			Total	$ 543,600.00

NOTE: Additional ongoing costs associated with wireless services, management system access, and credit card fees are ongoing and outline above. Pricing does not include any applicable state or local taxes that are required to be paid by the City currently or in the future. Ongoing fees are subject to annual adjustment due to increases in Inflation as published by the US Bureau of Labor Statistics for All Items Consumer

To accept this quote please sign:_____

Purchase Order:_____

Any additional costs for permitting/tax will be added to the final invoice cost

THANK YOU FOR YOUR BUSINESS!

7737 Kenamar Court, San Diego, CA 92121 | Tel: 858.404.0607 | Fax: 858.408.3352 | sales@ipsgroupinc.com

IPS Group Inc.
IPS Group Holding : IPS Group : IPS Group Inc.
Shipping Report daily (OP)
July 30, 2025 - July 30, 2025

ADDRESSEE	STREET ADDRESS	CITY	STATE	ZIP CODE	WEIGHT	SHIPPING METHOD	ORDER TYPE	ORDER #	EMAIL	PHONE NUMBER	LOCATION	CLASS: NAME
City of Los Angeles	555 Ramirez St, Space 100 Room 5	Los Angeles	CA	90012	851.00	AGX - Freight	Sales Order	SO27486	gsd.centralinvs@lacity.org	(213) 473-8270	Kenamar Bldg 1	Spares
City of Los Angeles	555 Ramirez St, Space 100 Room 5	Los Angeles	CA	90012	3,555.00	AGX - Freight	Sales Order	SO27745	gsd.centralinvs@lacity.org	(213) 473-8270	Kenamar Bldg 1	Purchase
City of Los Angeles	555 Ramirez St, Space 100 Room 5	Los Angeles	CA	90012	13,766.00	AGX - Freight	Sales Order	SO28047	gsd.centralinvs@lacity.org	(213) 473-8270	Kenamar Bldg 1	Purchase

Contract Amendment - IPS - Final

Final Audit Report 2025-08-21

Created:	2025-08-21
By:	JULIE KENNY (jckenny@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAGjM-5H3GzWPfZ8-stGxkBCxMb0LNfXhG

"Contract Amendment - IPS - Final" History

Document created by JULIE KENNY (jckenny@santafenm.gov)
2025-08-21 - 9:51:33 PM GMT- IP address: 63.232.20.2

Document emailed to klnault@santafenm.gov for signature
2025-08-21 - 9:52:05 PM GMT

Email viewed by klnault@santafenm.gov
2025-08-21 - 10:40:35 PM GMT- IP address: 172.58.167.250

Signer klnault@santafenm.gov entered name at signing as Kevin L. Nault
2025-08-21 - 10:41:12 PM GMT- IP address: 172.58.167.250

Document e-signed by Kevin L. Nault (klnault@santafenm.gov)
Signature Date: 2025-08-21 - 10:41:14 PM GMT - Time Source: server- IP address: 172.58.167.250

Agreement completed.
2025-08-21 - 10:41:14 PM GMT

Powered by Adobe Acrobat Sign

CORDERO, ANDREW C.

From: DUTTON-LEYDA, TRAVIS K.
Sent: Wednesday, April 9, 2025 5:59 PM
To: CORDERO, ANDREW C.; Purchasing DET
Subject: RE: Determination Request for Type of Service

Greetings,

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

Please note:

- Save this email as a PDF and upload it into the corresponding Munis records.
- Check with WorkQuest dba Horizons of New Mexico (vendor # 8673) (mloehman@horizonsofnewmexico.org) if this service appears on their approved list.
- If your request includes anything that needs to be reviewed and preapproved by another City Department/Division, please send the same SOW to the corresponding email address and include their response in your packet/Munis.

  -IT components (anything IT) - ereview@santafenm.gov

  -Vehicles – dmjaramillo@santafenm.gov

  -Grants - grants@santafenm.gov

  - Construction, Facilities, Furniture, Fixtures, Equipment, etc. - jsburnett@santafenm.gov_

  -Emergency Related Purchases - bgwilliams@santafenm.gov

  -Asset over $5k - jxbolden@santafenm.gov

- Ensure that the appropriate templates and forms are used https://intranet.santafenm.gov/finance_1 and documented procedures/laws/rules are followed.
- > $20k per year, when processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails.
- If you are processing a procurement where the forecasted amount is =/> $60k, per NMSA 1978, Section 13-1-102, the procurement method must be ITB (if you choose not to use a cooperative or an existing contract). If you feel you need to process an RFP, you must get an Authorization and Plan approved before you process.
- < $20k per year, one quote is acceptable.

- From $20k to $60k per year, if you aren't using a cooperative or existing contract, you'll need to provide 3 quotes in your req. Must use the Munis Bid Module after 12/21/2023.
- Please keep this as part of the procurement file for future reference.
- Figure out your funding source and **inform Purchasing**. To ensure that the proper documents and language are used, it is important to identify the funding source for the subsequent contract. For instance, if federal funds are involved, the procurement request and subsequent contract must include the necessary federal language. Therefore, it is crucial to determine the funding source beforehand.
- Please review the pages linked below to determine whether any of the existing contracts/price agreements or cooperative agreements are applicable to this request. You might be able to use an existing price agreement to save time and money.
    - https://www.generalservices.state.nm.us/state-purchasing/statewide-price-agreements/ (if you choose to use a Statewide, you do not need to ask Horizons if they can do the work. State Purchasing must offer the SOW to Horizons prior to placing the award on their website.)
    - https://naspovaluepoint.org/categories/
    - https://www.omniapartners.com/publicsector/contracts
    - https://www.buyboard.com/home.aspx
    - https://www.h-gac.com/Home
    - https://www.gsaelibrary.gsa.gov/
    - https://www.sourcewell-mn.gov/contract-search

- Submit or send your request to the appropriate MS Teams channel or email address:
    - RFPs requests to https://teams.microsoft.com/l/channel/19%3ad63b9c8b586d424fa5eed34177146ac5%40thread.tacv2/RFP%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f
    - ITBs requests to https://teams.microsoft.com/l/channel/19%3a48e1e4588c0440a09cfbd9b907ed42d4%40thread.tacv2/ITB%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f
    - Determination requests to purchasing_det@santafenm.gov
    - And all other requests to purchasing@santafenm.gov

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

Book time to meet with me

Regards,

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

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

Vendor Registration and Current Procurement Opportunities:
https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/SearchResults.aspx

Internal Link: https://intranet.santafenm.gov/finance_1

CITY OF SANTA FE
FINANCE

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

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From: CORDERO, ANDREW C. <accordero@santafenm.gov>
Sent: Tuesday, April 8, 2025 3:33 PM
To: Purchasing DET <purchasing_det@santafenm.gov>
Subject: Determination Request for Type of Service

We are requesting a written determination for this quote which will be used to amend the current contract.

Scope of work:

Provide the parking meter equipment and service of single-spaced parking meters, related equipment, and the system management to operate the meters as follows:

1) Provide ongoing support for Credit Card Transaction Fees for Single Space Parking Meters.
2) Provide ongoing support for Monthly Management System Fees for Single Space Parking Meters.
3) Provide replacement MK5 Refurbished Meters under Annual Spare Parts Budget.

Deliverable Item:	U/I (unit of issue)	Price One Year Total	Price Three Year Total
Credit Card Transaction Fee for Single Space Parking Meters	1150	$72,000.00	$216,000.00
Monthly Management System Fee for Single Space Parking Meters	1150	$79,200.00	$237,600.00
Annual Spare Parts Budget	3	$30,000.00	$90,000.00

Thanks,

Andrew Cordero
Contracts Admin – City of Santa Fe Parking

Services Offered to the City of Santa Fe (FY26)

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

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

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

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

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

Item# **23-0062**
Munis Contract#3203767

CITY OF SANTA FE
GENERAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **IPS Group Incorporated**, herein after referred to as the "Contractor."

The purpose of this agreement is to purchase Parking Meter Equipment and Services for the installation and service of single-spaced parking meters, related equipment, and the system management to operate the meters. The service under this agreement includes management of parking meter software and IPS Group's servers, an online management system, which will provide the Parking Division with real-time information on payments, meter malfunctions, updates and upgrades, meter configuration and programming, and credit card transactions and fees.

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. You" and "your" refers to **IPS Group Incorporated** "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 and as described in Exhibit "A" attached hereto:

1) Provide 600 MK5 Refurbished Meters and assist in the installation to existing parking meter poles.
2) Provide ongoing Data Management Fees for 1,082 meters.
3) Provide ongoing support for Credit Card Transactions.
4) Onsite Installation.

3. Compensation

The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed here and identified in the attached Exhibit "A".

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

01 $ 144,000.00 for 600 MK5 Model 895 SSPM Meters.
02 $49,920.00 - 208 MK5 Model 895 SSPM Meters purchased and installed next fiscal year
03 $324,600 Data Management Fee (estimated cost for four years based on 1082 active meters annually)
04 $210,600.00 credit card transaction fees (based on 405,000 transactions for four years)
05 $5,700.00 – Onsite Installation
06 $5,698.48 - Freight

The total compensation under this Agreement shall not exceed $803,007.14 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 11/21/2026 unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a

professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

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. The single space parking meters sold in terms of this Agreement are certified refurbished meters.

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, § 38-3-2.By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

28. **Limitation of Liability**

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

29. **Incorporation by Reference and Precedence**

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

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

30. **Workers' Compensation**

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

31. **Inspection**

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

32. **Inspection of Services**

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

A. Services, as used in this Article, include services performed, workmanship, and

material furnished or utilized in the performance of services.

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

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

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

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

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

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

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

(2) terminate the contract for default.

33. **Insurance**

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

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

B. **Broader Coverage and Limits**. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the

minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

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

34. **Impracticality of Performance**

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

35. **Invalid Term or Condition**

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

36. **Enforcement of Agreement**

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

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

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

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

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

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

2) replace or modify the product or service so that it becomes non-infringing; or.

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

38. **Survival**

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

39. **Disclosure Regarding Responsibility**

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

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

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

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

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

normally possessed by a prudent person in the ordinary course of business dealings.

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

40. **Suspension, Delay or Interruption of Work**

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

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:
City of Santa Fe Parking Division
500 Market Station, Ste 200
Santa Fe, NM 87504

To the Contractor:
IPS Group INC
DBA IPS Group Inc
7737 Kenamar Crt.,
San Diego CA 92121
Ref: Chad Randall

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: Feb 27, 2023

CONTRACTOR:
IPS Group Inc.

BRIAN WEBBER

General Counsel

DATE: 02-06-2023

CRS#03279538006

Registration # 291725

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK

GB MTG 02/22/2023

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Feb 2, 2023 15:09 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (Feb 27, 2023 18:03 MST)

EMILY OSTER, FINANCE DIRECTOR

5350452/510310

ITEM # 18-1266

AGREEMENT TO PURCHASE PARKING METER EQUIPMENT AND RELATED SERVICES

This Agreement To Purchase Parking Meter Equipment And Related Services ("Agreement") is made effective retro-actively to March 21, 2018 (the "Effective Date"), by and between the City of Santa Fe, NM, a municipal corporation (the "City"), and IPS GROUP, INC., a Pennsylvania corporation ("IPS"), with reference to the following:

RECITALS

A. City is a municipal corporation duly organized and validly existing under the laws of the State of New Mexico with the power to carry on its business as it is now being conducted under the statutes of the State of New Mexico and the Charter of the City of Santa Fe.

B. IPS is a Pennsylvania corporation that is qualified to do business, and is doing business, in the State of California. In addition IPS is authorized to and conducts business in the State of New Mexico. IPS markets and supports a certain web-based system and operating system software known as the IPS Data Management System (the "DMS").

C City seeks to continue using the IPS smart parking meters system for use by the City's Parking Operations pursuant to the terms and conditions of this contract.

D. IPS has duly performed all prior work for the City regarding parking meters and related services, pursuant to the prior contract, and there are no known claims related to the prior contract. As this contract shall now replace any and all prior contract(s), and to prevent any doubt, the City waives any and all claims, which it has or may have against the IPS arising out of or in connection with the IPS's execution of the prior contract.

E. City and IPS desire to enter into this Agreement for IPS to provide continuing services of the single space parking meters and related equipment (the "Equipment") in conjunction with the IPS Data Management System (DMS) (collectively, "IPS Equipment and Software") to the City upon the terms and conditions set forth below.

Now, therefore, the parties agree as follows:

TERMS AND CONDITIONS

1. **Term of Agreement.**

1.1. **Initial Term.** The term of the Agreement means the period from the Effective Date above and will be in effect for a period of three (3) years ("Initial Term").

1.2. **Option to Extend.** City shall have the option to extend the term of the Agreement for 2 additional one (1) year increments, for a total period not to exceed five (5) years. City shall notify IPS of its intention to exercise the option to extend the Agreement at least ninety (90) days prior to the end of each such term.

2. **IPS Services.**

2.1. **Scope of Services.** IPS agrees to diligently undertake, perform, and complete all of the services ("Services") described in Attachment A.

3. **City Services & Responsibilities.** The City agrees to:

3.1. Make available to IPS any currently existing documents, data or information required for the performance of the Services, including any material updates therein.

3.2. Designate a representative authorized to act on behalf of the City.

3.3. Keep, at its own cost and expense, the Equipment in good repair, condition and working order.

3.4. Notify IPS of any need for warranty repair work and coordinate the return process with IPS.

3.5 Provide first line of preventative maintenance for all meter mechanisms for the term of this Agreement.

3.6. Be solely responsible for meter posts and housings, including keeping meter posts, keys locks and housings in good working order and in compliance with all applicable laws.

3.7. Use the Equipment in the proper manner and comply with and conform to all national, state, and local laws and regulations in any way relating to the possession, use or maintenance of such equipment.

3.8. Be fully responsible, at its own cost and expense, to provide and maintain a merchant account and associated merchant account services using a City designated third party provider.

4. **Equipment Delivery and Installation.**

4.1 When ordered, IPS shall deliver new, fully-tested Equipment. No used or previously owned Equipment will be allowed unless otherwise agreed to in writing by the City.

4.2 Coordinated installation of all Equipment will take place during standard business hours.

4.3 City staff, in conjunction with IPS staff, will inspect parking meter equipment following installation to ensure proper installation and operation. Unless otherwise notified in writing, the Equipment shall be deemed accepted at the time of installation of the Equipment, but no later than ten (10) business days following completed installation or thirty (30) days following delivery, whichever occurs first.

5. **Compensation**

5.1 The City will compensate IPS for the purchase of IPS Equipment and Software, as set forth in Attachment B.

5.2. City further agrees to pay to IPS the amounts specified in Attachment B on a Net 30 basis from the date of invoice.

5.3. Notwithstanding anything to the contrary stated elsewhere, payment for the Equipment shall be due and paid upon delivery of each batch of Equipment (if part deliveries are permitted in the Agreement) to the City.

5.4. City agrees to promptly notify IPS in writing of any dispute with any invoice, and that invoices for which no such notification is made within 10 business days after receipt of the invoice shall be deemed accepted by the City.

5.5. All pricing excludes any taxes that may be applicable to the City. Any applicable taxes will be added to invoices and will be paid by the City on submission of an invoice. Exemption from the payment of applicable taxes shall be provided by the City in writing.

5.6. Pricing shall remain fixed during the Initial Term after the effective date of this Agreement. After this initial period, IPS shall have the right to adjust Agreement pricing due to increases in Inflation as published by the US Bureau of Labor Statistics for All Items Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average, and will not exceed 3% compounded annually.

6. Risk and Title.

6.1. IPS shall bear risk of loss of the Equipment, including any damage sustained during transportation to the delivery site. Risk in the Equipment shall pass to City upon delivery. Transfer of title to Equipment shall pass to City upon payment.

7. Warranties.

7.1 IPS shall provide a limited 12-month warranty on all newly purchased Equipment as described in Attachment A, IPS Limited Warranty, on all Equipment. Extended warranties are available for an additional fee.

7.2. IPS shall provide technical support via telephone Mondays through Fridays from 8:00 AM to 4:00 PM PST. IPS can provide on-site services at the City's request. Lead times and costs for such services will be provided at the time of the request. IPS shall ensure the availability of current manuals and shall provide all manuals for any future upgraded or new services to the City.

7.3. Wireless Coverage & Longevity: IPS does not operate a mobile wireless network, but relies on third party carriers for this service. Carriers from time to time may change coverage areas, wireless technology platforms or make other network changes that are not within the control of IPS. During the term of this contract, IPS shall provide the City the ability to upgrade or change carriers as needed at the prices contained herein or at such prices as may be agreed. Any such change or upgrades shall be at the sole cost and discretion of the City.

7.4. THE WARRANTIES CONTAINED IN THE AGREEMENT DOCUMENTS ARE IPS'S SOLE AND EXCLUSIVE WARRANTIES. THE EXTENT OF IPS'S LIABILITY FOR A WARRANTY CLAIM IS LIMITED TO THE REPAIR OR REPLACEMENT OF THE DEFECTIVE EQUIPMENT OR DEFECTIVE SERVICE. IPS AFFIRMATIVELY EXCLUDES ANY AND ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), WITH RESPECT TO THE EQUIPMENT AND/OR SERVICES PROVIDED INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT IPS KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE) WHETHER ARISING BY LAW OR BY REASON OF CUSTOM OF THE TRADE.

8. Intellectual Property and Confidential Information.

8.1 IPS represents and warrants that it owns or has acquired all requisite rights and licenses to use all intellectual property embodied, practiced or employed in IPS Equipment and Software being used by the City.

8.2. IPS hereby grants the City, including its departments, commissioners, officials, officers, employees, consultants, and agents (collectively, "City") all the rights and licenses required to use IPS Equipment and Software. Such rights and licenses are non-assignable, non-transferable and non-exclusive, and specific only to use within the City for the specific purposes of this Agreement.

8.3. All pre-existing and independently developed intellectual property, and any derivation thereof, including but not limited to designs, models, inventions, processes, methodologies, software, associated documentation, software upgrades, modifications and customizations, copyrightable material and other tangible and intangible materials authored, and combinations thereof, prepared, created, made, delivered, conceived or reduced to practice, in whole or in part, by the IPS and provided to the City ("Pre-Existing and Independently Developed IP") will at all times remain the sole and exclusive property of IPS and/or its vendors. Nothing in this Section or elsewhere in this Agreement shall be construed as assigning, selling, conveying, or otherwise transferring any ownership rights or title in IPS's Pre-Existing and Independently Developed IP.

8.4. IPS understands the nature of public information and the requirement for the City to adhere to all rules and laws that apply to public information, such as the Freedom of Information Act, Public Records Act, and the like. Therefore, the City agrees that it shall not knowingly agree, assist, or sell any equipment or allow any third party to gain access to equipment, software, back-office software, reporting or documentation provided by IPS for any purpose, including but not limited to the purposes of inspection, benchmarking or reverse engineering or evaluation without the prior written consent of IPS, or as mandated by applicable law.

8.5. The provisions of this Section will survive expiration or termination of this Agreement.

9. Dispute Resolution.

9.1. If any dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree to meet and confer and negotiate in good faith prior to initiating a suit for damages. However, this Section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within 14 calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum and to the extent possible, one senior level individual with decision making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within 30 calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation via a mutually agreed third party, with the cost of mediation equally shared between the City and IPS or as otherwise agreed to between the parties. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described above.

10. Termination of Agreement.

10.1. If either the City or IPS violates any material term or condition of this Agreement or fails to fulfill in a timely and proper manner its obligations under this Agreement, then the aggrieved party will give the other party (the "responsible party") written notice of such failure or violation. The responsible party will correct the violation or failure within 30 calendar days or as otherwise mutually agreed. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice from the aggrieved party. The option to terminate will be at the sole discretion of the aggrieved party.

11. Insurance.

11.1. IPS agrees to obtain and maintain during the term of this Contract the following minimum insurance. Certificates of Insurance: Prior to commencing work under the contract, IPS agrees to furnish Certificates of Insurance coverage as set forth below. The premiums for such insurance shall be paid by IPS.

11.2. Commercial General Liability.

11.2.1. Minimum Limits: IPS shall obtain minimum limits of $1,000,000.00 each occurrence for bodily injury and property damage, $1,000,000.00 general aggregate, $1,000,000.00 products/completed operations aggregate, and $1,000,000.00 personal and advertising injury. The general aggregate limit shall apply on a "Per Project" basis. These minimum limits may obtained by a primary liability policy, umbrella/excess liability policy, or any combination thereof.

11.2.2. Additional Insured: If IPS is required to indemnify certain parties, then IPS shall include such indemnified parties as additional insureds under its Commercial General Liability Policy for liability due to IPS's negligence resulting from IPS's work for the indemnified parties. A copy of the additional insured endorsement shall accompany IPS's certificate of insurance.

11.3. Automobile Liability, including bodily injury and property damage coverage.

11.3.1. Minimum Limits: IPS shall obtain minimum limits of $2,000,000.00 each occurrence for all owned, hired, and non-owned vehicles written on a policy form equivalent to Insurance Services Office coverage form CA 0001. These minimum limits may obtained by a primary liability policy, umbrella/excess liability policy, or any combination thereof.

11.4. Workmen's Compensation. IPS shall obtain Worker's Compensation in accordance with Federal and State Laws for all States in which work is performed.

11.4.1. Waiver of Subrogation: IPS shall provide a waiver of subrogation with respect to workers compensation in favor of the City. A copy of the endorsement shall be attached to the certificate of insurance.

11.5. Employer's Liability Coverage. IPS shall obtain Employers Liability Coverage of at least $1,000,000.00 each accident, $1,000,000.00 disease policy limit and $1,000,000.00 disease each employee.

11.6. Professional [E&O], Data Breach, and Cyber Liability. IPS shall maintain Professional (E&O), Data Breach Liability, and Cyber Liability coverage in the amount of not less than $2,000,000.00 per claim. Coverage may be written on a claims made basis.

11.7. Cancellation: IPS shall provide to contract holder 30 days' notice in the event of cancellation, termination, or non-renewal without replacement. This notice shall be 10 days in the event cancellation for non payment of premium.

11.8. Carrier Rating: All carriers must have an AM Best rating of no less than A IX.

12. Defense and Indemnification.

12.1. IPS agrees to defend with counsel reasonably acceptable to the City and indemnify City, its elected and appointed officials, officers, agents, employees, contractors and agents (collectively, the "Indemnified Parties") from and against losses, claims, expenses (including, but not limited to, reasonable attorneys' fees), costs, liabilities or damages (collectively, "Losses") arising from IPSs breach of its obligations under this Agreement, arising from IPS's acts or omissions, for any Losses incurred by or asserted against any one or more or all of the Indemnified Parties by reason of damage to property or injury to, or death of, any person, caused by the acts, omissions, or negligence of IPS, its employees, agents or contractors. IPS shall not be responsible for any Losses attributable to acts, omissions, or negligence of the Indemnified Parties nor for any Losses arising directly or indirectly caused by acts of vandalism.

12.2. Notwithstanding the foregoing, this indemnification shall not apply to claims made by third parties in instances in which (a) IPS simply followed the directions or instructions provided by City, (b) City changed, modified or altered the services rendered or tasks performed by IPS such that, absent City's actions, no such claims would have been brought against IPS and/or City; or (c) the claims asserted by a third party derive from the combination of technology and/or intellectual property of IPS when used with City's owned or licensed technology and/or intellectual property such that, absent such combination, no such claims could have independently been brought by or against IPS.

12.3. In order for City to obtain the indemnification from IPS specified herein, City must: (a) promptly notify IPS in writing of the claims for which indemnification is sought; (b) provide IPS with copies of all pleadings, writings and documents pertaining to such claim; (c) permit IPS to control the defense of such claim and all settlement discussions in regards to resolving such claim; and (d) provide reasonable cooperation to Contactor in regards to the litigation or negotiation of a resolution of such claim. Notwithstanding the foregoing sentence, IPS will not enter into any settlement without City's prior written consent, unless all third party claims against City are released without any further liability on City's part. This paragraph shall survive the termination or expiration of this Agreement.

12.4. Nothing in this Agreement shall constitute any form of real or implied revenue guarantee by IPS.

12.5. Limits of Liability: NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST REVENUES OR OTHER MONETARY LOSS, ARISING OUT OF OR RELATED TO THIS AGREEMENT AND ANY ACTIONS OR

OMISSIONS WITH RESPECT THERETO, WHETHER OR NOT ANY SUCH MATTERS OR CAUSES ARE WITHIN A PARTY'S CONTROL OR DUE TO NEGLIGENCE OR OTHER FAULT ON THE PART OF A PARTY, ITS AGENTS, AFFILIATES, EMPLOYEES OR OTHER REPRESENTATIVES, AND REGARDLESS OF WHETHER SUCH LIABILITY ARISES IN TORT, CONTRACT, BREACH OF WARRANTY OR OTHERWISE. ANY LIABILITY INCURRED BY IPS IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE LESSER OF THE CONTRACT VALUE OR THE INSURANCE LIMITS AS SET FORTH IN THIS AGREEMENT.

13. Liens and Taxes.

13.1. City shall keep the parking meter equipment free and clear of all levies, liens, and encumbrances, except those created by this Agreement. City shall pay, when due, all charges and taxes (local, state, and federal), which may now or hereafter be imposed in conjunction with this Agreement.

14. Notices.

14.1. All notices under this Agreement must be in writing, shall refer to the title and effective date of this Agreement, and shall be sufficient if given personally, sent and confirmed electronically, or mailed certified, return receipt requested, postage prepaid, and at the address hereinafter set forth or to such address as such party may provide in writing from time to time. Any such notice will be deemed to have been received five days subsequent to mailing. Notices shall be sent to the following addresses:

IPS:
IPS Group, Inc.
7737 Kenamar Court
San Diego, CA 92121
Attn: Chad Randall
chad.randall@ipsgroupinc.com
tel: 858-4040-0607

City:
City of Santa Fe Parking Division
500 Market St. Suite 200
Santa Fe, NM 87501
Attn: Sara Smith
sjsmith@ci.santa-fe.nm.gov
tel: 505-955-6674

15. Relationship of the Parties and Third Party Beneficiaries.

15.1. This Agreement shall not be construed as creating an agency, partnership, joint venture or any other form of association between the parties, and both parties shall be and remain independent entities. Neither party has the right or authority, express or implied, to assume or create any obligation of any kind, or to make any representation or warranty, on behalf of the other party or to bind the other party in any respect whatsoever, except as otherwise provided in this Agreement. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

16. Assignment.

16.1. Should the City enter into an agreement with a third party for parking operations during the term of this Agreement, IPS shall provide that operator the same rights, terms, and conditions as included in this Agreement. Such assignment shall not be effective unless and until the City has provided notice to the IPS of such assignment, and any such third party will be required to adhere to all terms and conditions contained herein.

16.2. IPS may not assign, hypothecate or transfer this Agreement or any interest therein directly or

indirectly, by operation of law or otherwise without the prior written consent of City, which shall not be unreasonably withheld.

17. General Provisions.

17.1. Waiver. A waiver of any breach of this Agreement shall not be deemed a waiver of any subsequent breach of the same or any other term, covenant or condition of this Agreement. No delay or failure on the part of either party to insist on compliance with any provision of this Agreement shall constitute a waiver of such party's right to enforce such provision, no matter the length of the delay. In the case of any granted waiver by the consenting Party, which must be provided in writing, such waiver shall not constitute a waiver of the same obligation or any other obligation under this Agreement.

17.2. Non-Discrimination. During the term of this Agreement, IPS shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by IPS hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status or as applicable by law.

17.3. Records. IPS shall maintain, throughout the term of the Agreement and for a period of three years thereafter, detailed records of services rendered and payments received. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17.4. Modification or Amendment. No oral modifications shall be effective and nothing shall be deemed as a modification of this Agreement unless provided in writing and signed by both Parties.

17.5. Entire Agreement. This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof. Understandings, agreements, representations or warranties not contained in this Agreement, or as written amendment hereto, shall not be binding on either party. Except as provided herein, no alteration of any terms, conditions, delivery, price, quality or specifications of this Agreement shall be binding on either party without the written consent of both parties.

17.6. Integration. This Agreement may be executed in multiple counterparts each of which shall be deemed an original, but all of such taken together shall constitute only one Agreement, superseding all prior understandings, oral or written; and it is expressly understood and that this Agreement does not obligate either party to enter into any other or further agreements.

17.7. Governing Law. This Agreement shall not be construed against either party regardless of which party drafted it. This Agreement shall be construed and enforced according to the laws of the State of New Mexico, without regards to conflict-of-laws principles, and all local laws, ordinances, rules, and regulations of the City of Santa Fe.

17.8. Venue and Jurisdiction. The City and IPS agree that the venue shall be in New Mexico. Any action arising out of this Agreement may only be brought in either a federal to state court of competent jurisdiction, as appropriate, in New Mexico. The parties agree that venue exists in either court. Any action or suite commended in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

17.9. Force Majeure. If any party is prevented from performing its obligations stated in this Agreement by any event not within the reasonable control of that party, including, but not limited to, acts of God, war, civil disturbance, insurrection, civil commotion, destruction of production facilities or materials by earthquake, fire, flood or storm, labor disturbances including strikes or lockouts or epidemic, and failures of public utilities (such as internet, cellular network, and electricity), it shall not be in default in the performance of its obligations stated in this Agreement. Provided, however, any party delayed by such an event shall request an extension of time to perform its obligations stated in this Agreement by notifying the party to which it is obligated within ten days following the event. If the notified party agrees that the event was the cause of the delay, the time to perform the obligations stated in this Agreement shall be extended by the number of days of delay caused by the event. If the required notice is not given by the delayed party, no time extension shall be granted. If any event of force majeure exists for a continuous period of more than 120 days, then either party shall be entitles to terminate this Agreement without being liable for any claim from the other party.

17.10. Severability. If any provision in this Agreement subsequently is determined to be invalid, illegal or unenforceable, that determination shall not affect the validity, legality or enforceability of the remaining provisions stated in any section or sub-section of this Agreement unless that effect is made impossible by the absence of the omitted provision.

17.11. Authorization. Both parties represent and warrant that the person executing this Agreement on behalf of each party is an authorized agent who has actual authority to bind each party to each and every term, condition, and obligation of this Agreement and that all requirements of each party have been fulfilled to provide such actual authority

17.12. Determination. Notwithstanding anything to the contrary, should either Party be required to make any determination in terms of this Contract, such determination shall be made in a reasonable and objective manner.

17.13. Binding Document. The City and IPS each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto in respect to all covenants, conditions, and obligations contained in the Agreement.

17.14. Section Headings. All section headings in this Agreement are for the convenience of reference and are not intended to define or limit the scope of any provision of this Agreement.

17.15. Survival of Provisions and Obligations. Any provision of this Agreement, which by its nature must be exercised after termination of this Agreement, will survive termination and remain effective for a reasonable time. Any obligation that accrued prior to termination of this Agreement will survive termination of this Agreement.

18. Termination.

18.1. This Agreement may be terminated by the City upon 30 days written notice.

19. New Mexico Tort Claims Act.

19.1. Any liability incurred by the CITY 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.

20. Appropriations.

20.1. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the CITY for the performance of this Agreement. If sufficient appropriations and authorization are not made by the CITY, this Agreement shall terminate upon written notice being given by the CITY to IPS. The CITY's decision as to whether sufficient appropriations are available shall be accepted by IPS and shall be final.

21. Release.

21.1. IPS, upon acceptance of 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. IPS agrees not to purport to bind the CITY to any obligation not assumed herein by the CITY unless IPS has express written authority to do so, and then only within the strict limits of that authority.

22. Third Party Beneficiaries.

22.1. By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the CITY and the IPS. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

23. **Severability.**

23.1. In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

In witness whereof, the parties have caused this Agreement to be executed the day and year first above written.

CITY OF SANTA FE

By: _____
ALAN WEBBER, MAYOR

IPS GROUP, INC.,
a Pennsylvania Corporation

By: _____
CHAD P. RANDALL
CHIEF OPERATING OFFICER

ATTEST:

IPS CRS # 03-279538-00-6
Business License # 18-00123189

Yolanda Y. Vigil
YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 10/31/18

APPROVED AS TO FORM:

MDM 9/6
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

Mary McCoy
MARY MCCOY, FINANCE DIRECTOR AM

52154.~~561750~~ 5.0317
Business Unit / Line Item

ATTACHMENT A

SCOPE OF SERVICES

M3™ or M5™ Single-Space Meter

IPS single-space meters provide customers and their patrons with a simple and consistent parking user experience which is more cost effective, customer-friendly, and more reliable than alternatives. The patented IPS solution uniquely provides a credit card enabled single-space meter. IPS smart meters offer multiple payment options (credit/debit card, optional contactless payment on M5™, coins, smart card, and tokens), access to real-time data, solar power technology, and a comprehensive web based management system.

Primary Features/Benefits:

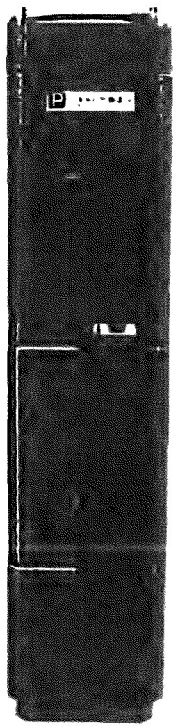
- Mechanism is protected by zinc alloy meter dome and UV resistant, anti-fog Lexan cover
- Keypad has four easy-to-read buttons for intuitive payment navigation—rated at more than 250,000 cycles
- LED lights on front and back of meter alert enforcement officers of meter status: paid (green), unpaid (red), and meter fault (yellow - M5 only)
- Vandal resistant coin slot/chute allows for worry-free operation and quick servicing
- Environmentally-friendly solar panel and combination rechargeable/back-up battery pack maximize ongoing power
- Proven ability to operate under varying environmental conditions such as snow, sleet, rain, humidity, dust storms, extreme cold, and extreme heat
- RFID technology automatically identifies the meter location and downloads the correct operating configurations
- (M5 meter version pictured here)



MS1™ Pay Station

The MS1™ pay station is the latest generation of unattended payment systems from IPS Group. The MS1™ incorporates the unique features of the Proven™ IPS single-space platform, while offering customer focused features such as IntelliTouch™ transaction processing. The MS1™ features robust hardware design, which includes a stainless steel cabinet and scratch-resistant armored glass.

Primary Features/Benefits:



- **Flexibility:** The MS1™ is available in pay-by-space, pay-and-display, and pay-by-plate models. A simple change of the keypad and a firmware update are all that are required.
- **Unparalleled Power Efficiency:** Powered by environmentally-friendly solar panel and combination rechargeable and back-up battery pack to maximize ongoing power.
- **Customization:** Configurable buttons available for help screens, alternative languages, max time, and more.
- **Guaranteed Quality:** High security stainless steel housing with weather and graffiti-resistant powder coating make it both durable and easy to maintain
- **Improved Visibility:** Blue LED lighting above the display provides enhanced visibility for motorists, technicians, and collections staff.
- **Customer-Friendly Interface:** IntelliTouch™ provides additional flexibility when completing a transaction. Users may begin the payment sequence in any order. The MS1™ will then guide them through the transaction
- **Dependability:** Pay stations communicate wirelessly on the GPRS/3G cellular network, ensuring fast and reliable communications while processing secure credit card authorizations, wireless downloads of rates and messages, and transmissions to DMS.
- **Easy Maintenance:** Modularly designed with the technician in mind for easy plug-and-play maintenance.
- **Future-proof Design:** IPS Group's open interface provides seamless integration with third-party systems, such as enforcement, permitting, and ANPR (automatic number plate recognition) in order to further optimize parking operations.

Revolution™ Upgrade Kits

The IPS Revolution™ Retrofit Kits are designed to retrofit outdated multi-space meter technology with IPS state-of-the-art parts. Installation will be seamless and will maximize the City's existing hardware while providing enhanced payment options and allowing integration with the IPS backed Data Management System (DMS).

Primary Features/Benefits:



- **Flexibility:** The upgrade kits are available in pay-by-space, pay-and-display, and pay-by-plate models. A simple change of the keypad and a firmware update are all that are required to support the different modes.
- **Unparalleled Power Efficiency:** Powered by environmentally-friendly solar panels and combination battery packs to maximize ongoing power.
- **Customization:** Configurable buttons include help screens, alternative languages, max time, and more.
- **Improved Visibility:** LED lighting above the display provides enhanced visibility for motorists, technicians, and collections staff.
- **Customer-Friendly Features:** IntelliTouch™ provides additional flexibility when completing a transaction. Users may begin the payment sequence in any order after which the pay station will guide them through the transaction.
- **Dependability:** Pay stations communicate wirelessly on the GPRS/3G cellular network, ensuring fast and reliable communications while processing secure credit card authorizations, wireless downloads of rates and messages, and transmissions to the Data Management System (DMS).
- **Easy Maintenance:** Modularly designed with the technician in mind for easy plug-and-play maintenance.
- **Future-proof Design:** IPS Group's open interface provides seamless integration with third-party systems, such as enforcement, permitting, and ANPR (automatic number plate recognition) in order to further optimize parking operations.
- *NOTE: Upgrade kit for Digital Luke I pictured here. Other makes and models are available.*

Vehicle Detection Sensors

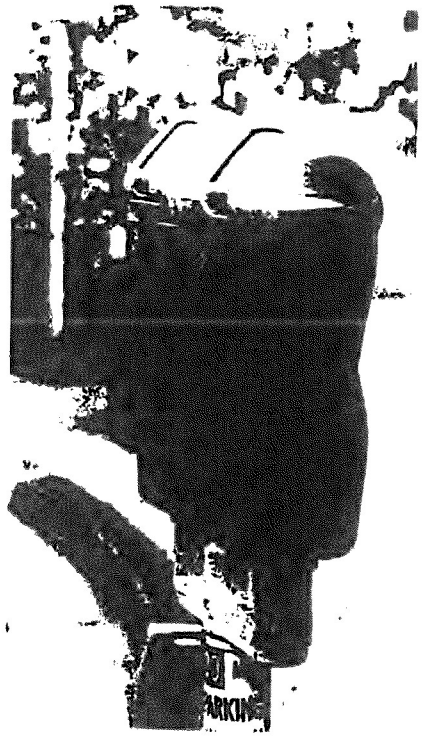
IPS Vehicle Detection Sensors reliably detect the presence and absence of a vehicle in a parking space, while recording arrival and departure times. IPS sensor data integrates seamlessly with the IPS data management system and third-party enforcement applications, creating a powerful system for monitoring real-time occupancy and analyzing parking trends. The IPS sensor uniquely directs all sensing information to the IPS parking meter cellular communications backbone, saving customers the hassle of installing additional network equipment and dramatically reducing the cost of ownership. The IPS sensor uses multiple sensing technologies to detect vehicles. Its unique design provides the most accurate data on the sensor market and allows for quick installation and servicing.

Benefits of IPS Sensors

- Ability to reset the meter to zero when a vehicle leaves the parking space.
- Ability to prevent meter feeding, thereby generating turnover.
- Ability to offer courtesy time resulting in positive public perception of the meters.
- Access to real-time occupancy data.
- Installed under the ground or in the meter dome, eliminating the need for additional infrastructure.
- Proven to increase revenue.

Dome Mount (M5 only)

- Non-intrusive installation—sensor is integrated directly into the meter dome
- Easy access for maintenance and/or replacement
- Configuration for any parking environment
- Wireless connection to the IPS meter via cellular network—no additional infrastructure required



In Ground (M3 or M5)

- Underground sensor contains both power source and antenna for a completely wireless solution
- Wireless connection to the IPS meter via cellular network—no additional infrastructure required

Pole Mount (M5 only)

- Non-intrusive installation—sensor is mounted on the meter pole
- Easy access for maintenance and/or replacement
- Wireless connection to the IPS meter via cellular network—no additional infrastructure required

Data Management System

The IPS Data Management System (DMS) is a real-time, web-based application that allows parking professionals to remotely monitor their parking network from anywhere, at any time.

REPORTING & ANALYTICS

A comprehensive set of financial, technical, and administrative reporting features paired with remote meter configuration make the DMS both intuitive and powerful. DMS analytics creates a visual representation from large tables of data to help managers gain helpful insight into the patterns and trends of their parking program and leverage this information to derive future strategy and optimize systems.

All reports are flexible with customized views for comparison purposes and/or to reveal "what-if" scenarios. With these fully integrated tools, customers can better manage the financial aspects of the Park's parking program. All reports can be exported into various formats, including XLS, CSV, and PDF.

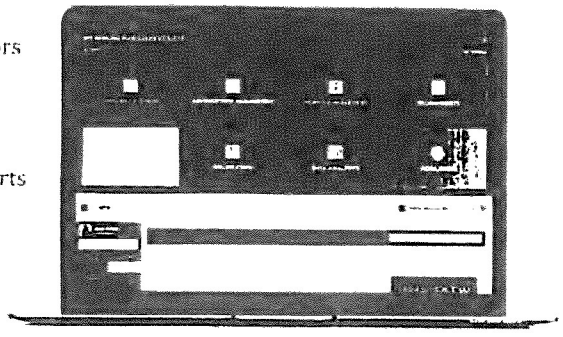
SEAMLESS INTEGRATION

The DMS allows managers to seamlessly integrate parking meters with vehicle detection sensors, pay-by-cell capability, and other smart applications. A standard web browser is the only tool required to access the DMS and to make changes/ configurations to the Park's meters.

- Hardware requirements: IPS provides a hosted DMS; there is no local hardware required other than internet access.
- Network requirements: IPS recommends a high-speed internet connection to the DMS service, such as cable or DSL access.
- Operating system software requirements: An internet browser is the only tool required to access the system. Windows and Apple iOS are typical.
- Browser requirements: Any current internet browser will be sufficient to access the IPS DMS. MS Explorer, Mozilla Firefox, Google Chrome, iOS supported browsers are all compatible, including mobile phone browsers.

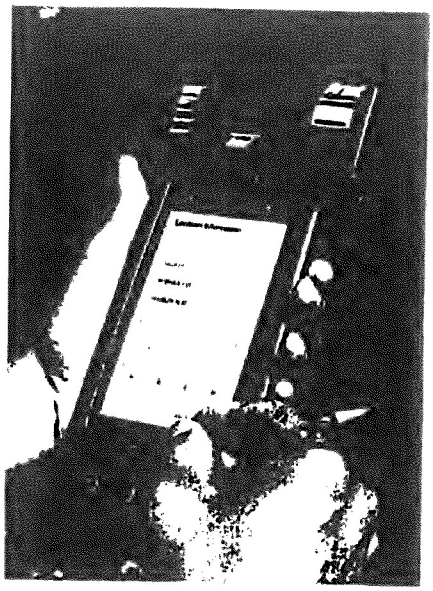
PRIMARY FEATURES

- Real-time updates and live alerts
- Customizable routes to maximize efficiency
- Seamless integration with all IPS meters and sensors
- Flexibility to use as much, or as little data as you choose
- Ability to monitor meter health remotely
- Analytics view options to turn data into usable charts
- User profiles to control access
- Compatibility with Android OS and Apple iOS



CITATION ISSUANCE

The Mobile Enforcement Solution from IPS Group is an easy-to-use handheld citation writer that ensures parking enforcement officers experience a convenient, quick and efficient citation issuance process. An officer can easily look up citation history, and once issued, citation information is transferred to a back office system for processing in real-time.



While lightweight and portable, the N5 Print citation writer is also rugged for heavy-duty use, and can withstand extreme weather conditions such as rain, sleet, and snow, and is mud-resistant (an IP65 rating; Operating temps tested to MIL-STD 810F -20° to + 50° C). An integrated thermal printer produces easy-to-read tickets, and a magnetic strip and smart card reader is also included for payment collection. Other features include color photo syncing, e-chalking, and heat mapping.

The Enforcement Solution is compatible with all Android devices and printer configurations. All features listed below are included:

Features at-a-glance

- Real-time syncing to secure/encrypted web services
- Scofflaw and customized notifications
- Customizable user dashboard
- High contrast easy-to-read screen – even in harsh daylight conditions
- Issuance and heat mapping
- Type-ahead field input
- Automatically populate fields
- LPR function
- E-chalking for timed parking
- GPS and color images
- 2mp 1080p @3fps color imager
- Automatic software updates
- Compatible with the latest Android operating system

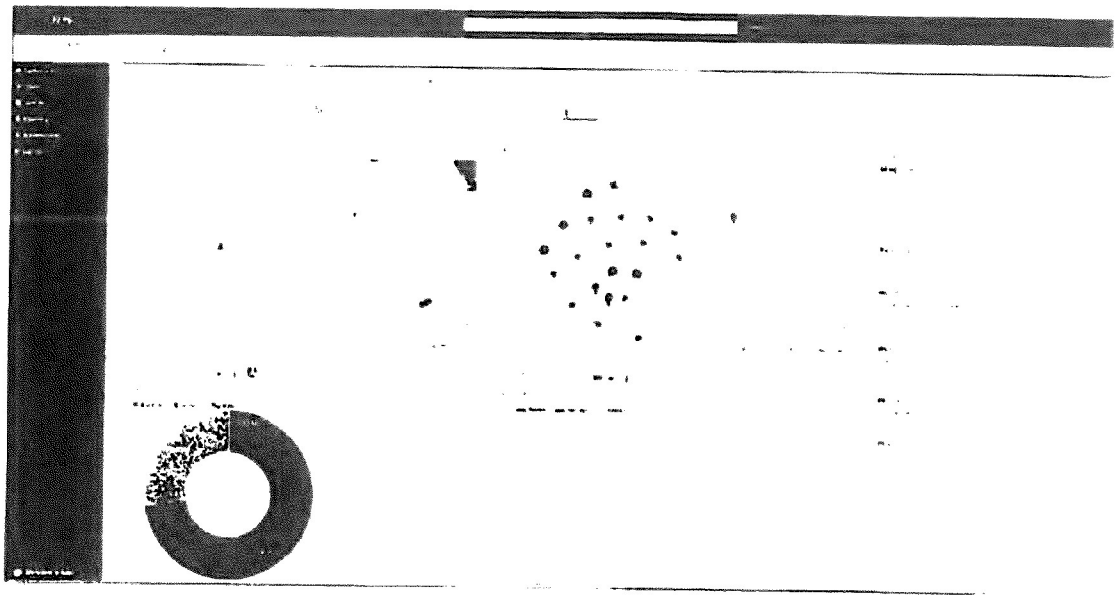
Enforcement Management System

The Parking Enforcement Management Solution by IPS is backed by the Enforcement Management System (EMS), a real-time web-based enforcement application that allows officers to manage all steps of the citation process lifecycle. An officer can monitor the citation processing status from the application, including collections and communication with citizens. Officers also have the ability to void a ticket in the field if necessary through EMS without incurring a cost per citation. The application also offers reporting capabilities for officers to generate monthly or on-demand reports.

Officers can easily obtain high-level citation summaries and additional information on cases including photos, notices and letters; and adjudications and voids. The Enforcement Management System also interfaces with the California DMV and NLETS (the National Law Enforcement Telecommunications Service) via highly secured and encrypted communication methods to ensure vehicle registration information such as holds and releases are obtained and processed quickly and accurately.

Features at-a-glance

- Integration with third-party parking services (pay stations, license-plate recognition technology (LPR), pay-by-phone applications)
- Cross-compatible interface across all operating systems and devices
- Option for manual citation entry
- Advanced search capability



EMS screenshot 1

PAYMENT PORTAL

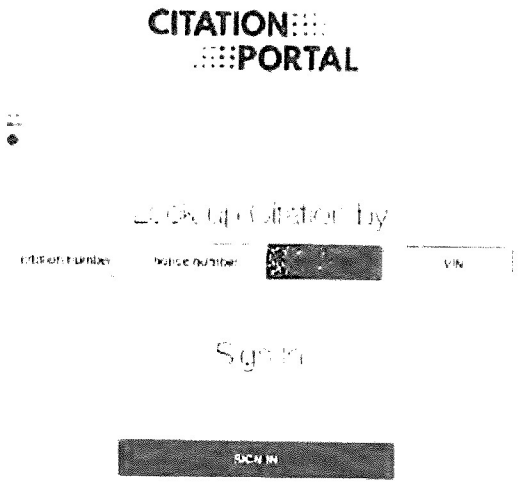
Online Public Portal

The Online Public Portal is a website that allows citizens to access their parking citation information in real time. Citizens can review the current status of their citation, pay or obtain information on how to contest the citation, review fine amounts including late fees, and obtain additional information.

Features at-a-glance

- Real-time access to citation status and transaction history
- Accepts all major credit cards
- Cross-compatible interface that supports all browsers and devices

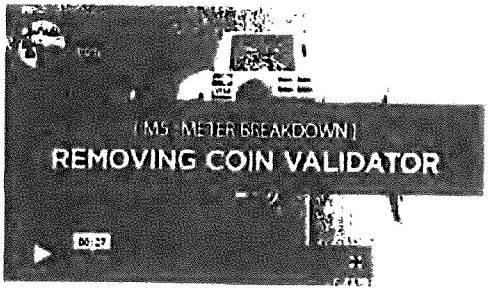
IPS accepts VISA, MasterCard, Discover and American Express via the Public Portal website. IPS provides all credit/debit-card processing via real-time authorization and processing. Credit/debit card payments are updated real-time to the citation records and receipts can be printed from the system for the public. Payments by credit card are accepted 24/7. The system secures immediate authorization from the processor, and immediately updates the permit in real time. The Public Portal website is fully PCI compliant. Citizens are allowed to submit an appeal online by enting all necessary information required by the City and given the option to upload any supporting documents with the request



Comprehensive Support Program

IPS clearly understands the importance of ongoing project support and we encourage the City to speak with our references in this regard. We also understand that ongoing support is a critical element of any successful project and the basis of a long-term partnership. IPS is uniquely positioned to provide support services that will translate into the most responsive and comprehensive service offering available to the City.

Help Desk & Ongoing Support: IPS will be providing telephone-based help desk services during standard business hours from 8 a.m. to 5 p.m. CST. IPS offers a toll-free telephone option (877.630.6638). Additionally, IPS provides after-hours service in case of emergency 24/7/365. Additionally, IPS will provide contact information for all IPS senior staff.



Online Help & Manuals: IPS provides online help tools, such as product manuals, frequently asked questions, and a portal to submit and track help tickets. IPS offers the online ability to monitor and track RMA status and view help and training videos. These tools can be accessed 24/7.

Onsite Support: IPS will support the City with onsite project management and technical support during the implementation phase of the contract. Onsite support can be extended at the request of the City. Additional onsite support services can be quoted upon request.

Spare Parts and Warranty Repair Services: Our US-based facility ensures that spare parts are immediately available to the City at any time. The warranty repair process is managed through the DMS. IPS can solve most repair issues over the phone or will some additional training of City staff. For repair services not able to be first achieved on-site by the Customer or by phone, these meters will be returned to IPS at 7737 Kenamar Court, San Diego, CA, 92121, for repair or rework and IPS will endeavor to ship within 3-4 weeks of receipt, depending on the quantities received and work schedules. ALL RETURNS REQUIRE AN "RMA" NUMBER prior to shipment to IPS in order to avoid additional delays. An RMA may be requested by contacting the responsible IPS customer support manager, by contacting the IPS Help desk, phone ((877) 630-6638 or (858) 404-0607) or email (support@ipsgroupinc.com). All items returned to IPS must be securely package to avoid further damage in shipment and all shipments will be via Ground Freight Service unless expedited service and payment of associated fees are requested. Automated RMA tracking, including work performed to repair meters, can be viewed at any time using IPS meter management system.

ATTACHMENT B

PRICING

SINGLE-SPACE AND SENSORS

Capital Costs

Product/Service	Price per unit
M3™ IPS Credit Card-Enabled Single Space Meter (includes 12-month warranty, RFID tag, meter top)	$250.00
M5™ IPS Credit Card-Enabled Single-Space Meter (includes 12-month warranty, RFID tag, meter top)	$485.00
Shipping	$7.50
Installation ($2,500.00 minimum total fee)	$15.00
Post Warranty Repair Services (flat fee per meter includes return shipping costs)	$85.00

M3 and M5™ Ongoing Fees	Fees
Secure Wireless Gateway/Data Fee and Meter Management System Software License Fee (per meter per month)	$5.75
Secure Credit Card Gateway Fee (per transaction)	$0.13
Optional: Merchant Processing Fees (per transaction)	Upon request

NOTE: A functioning meter requires the installation of a meter mechanism, housing, and pole – sold separately. Price per meter sensor (per unit) is the total fixed price for the equipment. Additional ongoing costs associated with wireless services, management system access, and credit card fees are ongoing and outlined below. Pricing does not include any applicable state or local taxes that are required to be paid by the City currently or in the future.

Vehicle Detection Sensors Capital and Ongoing Costs

Product/Service	Price per unit
In-Ground Vehicle Detection Sensors (includes 12-month warranty)	$295.00
Dome Mount Vehicle Detection Sensors (includes 12-month warranty)	$295.00
Pole Mount Vehicle Detection Sensors (includes 12-month warranty)	$295.00

Vehicle Detection Sensors Ongoing Costs	Cost per space per month
Management System/Base Data Fee	$3.50
Optional: Real Time Reporting Fee	$2.75

NOTE: Price per sensor (per unit) is the total fixed price for the equipment. Additional ongoing costs associated with wireless services, management system access are ongoing and outlined above. All pricing does not include any applicable state or local taxes that are required to be paid by the City now or in the future.

Spare Parts

M3 and M5 parking meter Spare Part Pricing	M3™	M5™
Single Space Electronic Meter Mechanism	$495.00	$495.00
Card Entry Die Casting	$19.00	$19.00
Hybrid Card Reader	$49.00	$49.00
Coin Validator	$69.00	$69.00
Complete Top Cover (with Lexan insert)	$69.00	$69.00
Lexan for Top Cover	$29.00	$29.00
Coin Entry Slot	$2.00	$2.00
Keypad	$25.00	$25.00
Validator Connector Board	$15.00	$15.00
M3 Battery Pack (standard)	$29.00	NA
M3 Battery Pack (high capacity - garage)	$39.00	NA
M5 Battery Pack (II3)	NA	$30.00
Validator Connection Cable	$5.00	$5.00
Solar Panel / Communications Board	$165.00	$165.00
Main Board	$165.00	$165.00
Expiry Indicator (rear)	$15.00	$15.00
Display Board	$49.00	$89.00
Display Board with NFC	NA	$139.00
BLE Beacon Upgrade	NA	$40.00
RFID Tag	$10.00	$10.00
MK3 Batter Charger (table top charging unit)	$1500.00	NA
MK5 Batter Charger (daisy chain charging unit)	NA	$115.00
Card Reader Cleaning Card featuring Waffletechnology® (40) per box	$25.00	$25.00

Sensor Spare Part Pricing	In-Ground	In-Dome
IPS vehicle detection sensor	$125.00	$295.00
Meter Comms Board (for sensor)	$125.00	NA
Battery Replacement (per specialize D-cell)	NA	$20.00

Note: This pricing is FOB, IPS Group, San Diego, CA. Sales taxes and shipping charges will be added to the final invoice.

MULTI-SPACE

MS1™ Multi Space	Price Per Unit
IPS MS1™ Multi-Space Pay Station – Pay and Display (Solar powered, Includes 12-month warranty)	$5,950.00
IPS Revolution™ Upgrade Kit Multi-Space Pay Station – Pay and Display (Solar powered, Includes 12-month warranty)	$2,450.00
Shipping and Installation (per unit) – During normal business hours under normal conditions, without unexpected delays.	$400.00
Optional: Add for Bill Note Acceptor (BNA)	**$1,250.00**
Optional: Add for Pay-by-Space	**$75.00**
Optional: Add for Pay-by-Plate	**$200.00**

NOTE: Price per unit is the total fixed price for the equipment. Additional ongoing costs associated with wireless service management system access, and credit card fees are ongoing and outlined below. Pricing does not include any applicable state or local taxes that are required to be paid by the City currently or in the future. Pay-station installation assume surface mount to existing locations. This quotation does not include any civil or concrete work that may be required.

MS1™ Ongoing Costs	On-Street	Off-Street
Secure Wireless Gateway/Data Fee and Meter Management System Software License Fee	$55.00	$25.00
Secure Credit Card Gateway Fee (per transaction)	Included	$0.13

NOTE: Unactioning meter requires the installation of a meter mechanism, housing, and pole—sold separately. Price per meter sensor (per unit) is the total fixed price for the equipment. Additional ongoing costs associated with wireless service management system access, and credit card fees are ongoing and outlined below. Pricing does not include any applicable state or local taxes that are required to be paid by the City currently or in the future.

Spare Parts

MSI™ & Revolution™ Upgrade Kit Spare Parts List	Price per unit
Standard Card Reader Only	$49.00
Standard Card Reader Assembly with PCBA	$129.00
Coin Validator Assembly	$69.00
Bill Note Acceptor Assembly (with 600 note stacker)*	$1,250.00
Additional 600 note stacker cartridge	$500.00
Solar Panel Replacement Kit	$500.00
Main Operating Board (with LCD and modem)	$700.00
LCD Display Only (with armored glass)	$125.00
Thermal Printer	$615.00
4-key Horizontal Keypad	$69.00
4-key Vertical Keypad	$69.00
Pay-by Space Keypad Assembly	$165.00
Pay-by-Plate Alphanumeric Keypad Assembly	$249.00
Battery 32Ah (rechargeable)	$300.00
Additional Large Coin Canister	$199.00
Additional Small Coin Canister	$75.00
Paper Rolls (standard) approx 2000 3" tickets (0045" thick)	$24.50

** only available on an upgrade kit if the original pay-station has the note acceptor option.*

NOTE: This pricing is FOB, IPS Group San Diego, CA and includes all applicable discounts. Any sales tax shall be in addition the prices quoted above.

MOBILE PAYMENTS

ParkSmarter™ Mobile Payment Solution

Product/Service	Price per unit
ParkSmarter™ mobile payment decals	$1.50
Decal Shipping	at cost
On-site Setup and Installation	see below
Additional signage or scope of work to be quoted upon request	TBD

On-site setup: IPS shall provide the City with instructions on how to setup / install decals in support of the ParkSmarter™ mobile payment application. However, IPS will send staff to provide installation and setup services. The costs for these services will be based on the costs of travel, rental car, hotel, and per diem expenses and will be added to the setup invoice at the completion of the service

Per Transaction Fees	Fees
Secure Credit Card Gateway Fee (per transaction)	$0.13
Optional: Merchant Processing Fees (per transaction)	Upon request

Per transaction fees: IPS shall charge the City the same per transaction gateway fee as we currently charge for the meter program in place today. No additional convenience charges are required.

Preferred Card Processing Rates: Using our own payment provider IPS can provide preferred pricing for small ticket mobile payment merchant processing. Quotes for this service are available upon request

Implementation with 3rd parties

Product/Service	Price per unit
Implementation with 3rd party for enforcement	TBD

Implementation: IPS shall integrate with 3rd party enforcement software or IPS can provide the City with IPS enforcement software at prices not included in this proposal. IPS does not intend to charge for 3rd party integration, however, if any city designated 3rd party charges IPS for such implementation, then those charges will be passed along to the City at IPS costs.

NOTE: Pricing does not include any applicable state or local taxes that are required to be paid by the City currently or in the future. This pricing is FOB, IPS Group, San Diego, CA. Sales taxes and shipping charges will be added to the final invoice.

REPLACEMENT PARTS & REPAIR SERVICES:

IPS shall provide warranty and non-warranty repair services based out of our office in San Diego, CA. For repair services not able to be first achieved on-site by the Customer or by phone, these meters will be returned to IPS at 7737 Kenamar Court, San Diego, CA, 92121, for repair or rework and IPS will endeavor to ship within 3-4 weeks of receipt, depending on the quantities received and work schedules. ALL RETURNS REQUIRE AN "RMA" NUMBER prior to shipment to IPS in order to avoid additional delays. An RMA may be requested by contacting the responsible IPS customer support manager, by contacting the IPS Help desk, phone ((877) 630-6638 or (858) 404-0607) or email (support@ipsgroupinc.com). All items returned to IPS must be securely package to avoid further damage in shipment and all shipments will be via Ground Freight Service unless expedited service and payment of associated fees are requested. Automated RMA tracking, including work performed to repair meters, can be viewed at any time using IPS meter management system

Product /Service	Price per unit
Single Space M3 ™ or M5™ Non-Warranty repair work (includes parts/labor)	$95.00 + shipping
Multi-Space MS1™ Non-Warranty repair work	To be quoted
On-site technical services: shall be quoted to include labor, travel costs, accommodation, car rental and per diem costs. Spare Parts shall be quoted and added to final costs based on the identified needs.	To be quoted
Shipping costs for any of the above shall be added to the final invoice	

Note: Please note that if upon receipt a meter is determined to be beyond repair, in IPS's sole discretion, the meter shall not be repaired for the fee described above and a replacement meter shall be required.

Enforcement/Permitting Systems

Mobile Enforcement Solution	Units	Unit Price
N5 Print Mobile Enforcement Device	Per unit	$2,675.00
N5 Charging Cradle and Hot Swap battery	Per unit	$299.00
N5 Carrying Case	Per unit	$35.00
N5 Print - 3 Year Warranty (Optional)	Per unit	$785.00
N5 Data Plan	Per unit /per month	$55.00
Handheld Support	Per unit/Per month	$60.00
Software License (one-time fee)	Per Unit	Included
Mobile Citation Paper (per roll) QTY 100	Per roll	$11.50
Mobile Citation Paper (per roll) QTY 200	Per roll	$7.50
Mobile Citation Paper (per roll) QTY 400	Per roll	$5.75
Plate Charges for Ticket Customization (One-time fee)	Per plate	$75.00
Estimated Travel Expenses for Installation	Per trip	$2,000.00
On-site training and installation	Per day	$600.00

NOTE: Pricing does not include any applicable state or local taxes that are required to be paid by the City currently or in the future. This pricing is FOB, IPS Group, San Diego, CA. Sales taxes and shipping charges will be added to the final invoice.

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Enforcement Management System	Units	Unit Price
One Time Setup	Per Unit	$5,000.00
Annual System License for EMS	Per user	Included
Citation Processing Fee	Per unit	$1.00
RO Acquisition	Per unit	$1.00
Delinquent Notice Processing fee (Includes Postage)	Per unit	$0.80
IVR Solution (Optional)	Per month	$250.00
IVR Record & Store Calls (Optional)	Per call	$0.50
IVR Call Transcription (Optional)	Per call	$1.00
LockBox Setup (one-time fee)	Per unit	$500.00
LockBox Mail-in Payments	Per unit	$0.50
Online & IVR Secure Credit Card Payments - Gateway Fee ***Charged to the Public**	Per transaction	$2.00 or 3% whichever is higher
Additional Letters and Correspondence	Per unit	$1.25
Online Appeals	Per unit	Included

Collections	Units	Unit Price
Credit Reporting Collections	% of amount collected	35% of amount collected

Permit Management System Fee Schedule

Permits	Units	Unit Price
One Time Setup	Per unit	$5,000.00
Per Permit	Per unit	$2.00
Permit Fulfillment (Verification)	Per unit	$1.00
Per Letter (Includes postage)	Per unit	$1.25
Online & IVR Secure Credit Card Payments - Gateway Fee ***Charged to the Public**	Per transaction	$2.00 or 3% whichever is higher

NOTE: Pricing does not include any applicable state or local taxes that are required to be paid by the City currently or in the future. This pricing is FOB, IPS Group, San Diego, CA. Sales taxes and shipping charges will be added to the final invoice.

IPS Limited Warranty

IPS will provide a limited parts warranty for any new meter or sensor product manufactured and supplied by IPS for 12 months under normal use. The warranty protects against defects in materials and workmanship from the point of installation or 15 months from the date of delivery, whichever is sooner, and 90 days from the date of delivery received in the case of spare or repaired products. Software Services are provided "as-is" and IPS shall provide bug fixes at no cost during the contract term.

Additional Warranty Provisions: IPS must have the opportunity to assist in the initial deployment and system installation. Repair or replacement under warranty of any defective product (including any meter or subcomponent) does not extend the warranty period for that product or subcomponent. IPS will either repair or replace products or subcomponents, at our discretion, that are found to be defective within the defined warranty period, with transportation costs pre-paid by the customer. Returns for credit will only apply once IPS has received defective product (including any meter or subcomponent) and confirmed that defects were within the warranty period and are covered under the terms and conditions of the warranty provided. IPS strongly recommends that customers pre-purchase spare parts inventory for immediate access. Defective parts can be replaced immediately from customer stock and IPS shall replace such components upon receipt and determination of defect. On-site labor is explicitly not included in this limited warranty. Customer shall be sufficiently trained to perform all on-site work, including meter or sub-component removal/replacement. IPS can provide additional on-site services under a separate maintenance agreement or quoted on an as-needed basis. THE WARRANTIES CONTAINED IN THE AGREEMENT DOCUMENTS ARE IPS'S SOLE AND EXCLUSIVE WARRANTIES. THE EXTENT OF IPS'S LIABILITY FOR A WARRANTY CLAIM IS LIMITED TO THE REPAIR OR REPLACEMENT OF THE DEFECTIVE EQUIPMENT OR DEFECTIVE SERVICE OR SOFTWARE AT THE SOLE OPTION OF IPS. IPS AFFIRMATIVELY EXCLUDES ANY AND ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), WITH RESPECT TO THE EQUIPMENT AND/OR SERVICES OR SOFTWARE PROVIDED INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT IPS KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE) WHETHER ARISING BY LAW OR BY REASON OF CUSTOM OF THE TRADE.

Exclusions: Warranty voided with use of imitation or non-genuine IPS replacement parts, un-authorized alterations, abuse, vandalism, improper installation by customer, handling or general misuse to the equipment (hardware or software), including attempted repairs that result in damage. Warranty specifically excludes any consummable items such as paper, batteries, etc. Software warranty is void if usernames and/or passwords are shared with 3rd parties, or allowance of 3rd party access to IPS software without IPS written consent. Force Majeure: IPS shall not be liable for any warranty provisions where such product failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity, internet services or cellular telecommunication failures caused by any of the events or causes described above. IPS provides no warranty with respect to any 3rd party hardware or software, whether supplied in connection with this Agreement or otherwise.

Preventative Maintenance: The primary operational elements will be a working battery, card reader, coin validator and printer (if applicable). All product surfaces should be kept clean with mild soap and water. No harsh chemicals should be used on any plastic surfaces. The card reader heads should be cleaned with a cleaning card every 1-2 months to ensure optimum performance. Cleaning cards may be purchased from IPS. Batteries should be replaced when notified by the IPS Data Management System. At 6 month increments, the coin validator shall be visually inspected for any damage or debris. Compressed air may be used to keep the card reader, coin acceptor or printer (if applicable) clear of debris, every 6 months. Additional preventative maintenance shall be administered by customer staff at such time as it is apparent to be necessary, even if it should occur on a more frequent basis than described herein.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/19/2026 | 3/17/2025

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

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

PRODUCER Lockton Insurance Brokers, LLC License #0F15767 4275 Executive Square, Ste. 600 La Jolla CA 92037 (858) 587-3100	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED 1377909 IPS Group, Inc. 7737 Kenamar Court San Diego CA 92121	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** National Fire Insurance Co of Hartford — 20478 **INSURER B :** Valley Forge Insurance Company — 20508 **INSURER C :** The Continental Insurance Company — 35289 **INSURER D :** Continental Casualty Company — 20443 **INSURER E :** Lloyd's Syndicate 457 (Munich Re Syndicate Limited) **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 12813149 **REVISION NUMBER:** XXXXXXX

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 LOC OTHER:	Y	N	4034952942	3/19/2025	3/19/2026	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 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	N	N	6013847872	3/19/2025	3/19/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Comp./Coll. Ded	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ 1,000
C	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $	N	N	4034952990	3/19/2025	3/19/2026	EACH OCCURRENCE AGGREGATE	$ 20,000,000 $ 20,000,000 $ XXXXXXX
D D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N / N/A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below		N	5093308451 (CA) 5093308496 (AOS)	3/19/2025 3/19/2025	3/19/2026 3/19/2026	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
E	Tech E&O/Cyber	N	N	MR-CT-000000037-03	3/19/2025	3/19/2026	Each Occ. 5,000,000; Agg.: 5,000,000; Ded.: 100,000	

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

Worker's Compensation insurance does not apply to states AK, ND, OH, WA, WY. Tech E&O/Cyber provides coverage for Network Security and Privacy Lability, as well as Breach Event, Cyber Extortion, and Business Interruption. Re: Parking Meter Field Trial Agreement. City of Santa Fe, NM is named as Additional Insured to the extent provided by the policy language or endorsement issued or approved by the insurance carrier.

CERTIFICATE HOLDER

12813149
City of Santa Fe, NM
P.O. Box 909
Santa Fe NM 87505

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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IPS Contract Packet

Final Audit Report 2025-08-25

Created:	2025-08-22
By:	JEROME MARTINEZ (jamartinez3@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1pKFVCzk4mWrUHTWSGFTGukmqeR9jfR-

"IPS Contract Packet" History

Document created by JEROME MARTINEZ (jamartinez3@santafenm.gov)
2025-08-22 - 9:06:33 PM GMT- IP address: 63.232.20.2

Document emailed to spkaspan@santafenm.gov for signature
2025-08-22 - 9:07:43 PM GMT

Email viewed by spkaspan@santafenm.gov
2025-08-22 - 9:15:02 PM GMT- IP address: 174.218.20.50

Signer spkaspan@santafenm.gov entered name at signing as Steve Kaspan
2025-08-22 - 9:38:23 PM GMT- IP address: 63.232.20.2

Document e-signed by Steve Kaspan (spkaspan@santafenm.gov)
Signature Date: 2025-08-22 - 9:38:25 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to rawheeler@santafenm.gov for signature
2025-08-22 - 9:38:27 PM GMT

Email viewed by rawheeler@santafenm.gov
2025-08-25 - 7:00:21 PM GMT- IP address: 63.232.20.2

Signer rawheeler@santafenm.gov entered name at signing as RW
2025-08-25 - 7:00:31 PM GMT- IP address: 63.232.20.2

Document e-signed by RW (rawheeler@santafenm.gov)
Signature Date: 2025-08-25 - 7:00:33 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2025-08-25 - 7:00:33 PM GMT

Powered by Adobe Acrobat Sign

GB- 600 - IPS Contract Packet..

Final Audit Report 2025-11-18

Created:	2025-10-31
By:	ALYSSA PEREZ (aeperez@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA3rhtczzJ0TRHDntoMFRS9nS1FZZcnnTg

"GB- 600 - IPS Contract Packet.." History

Document created by ALYSSA PEREZ (aeperez@santafenm.gov)
2025-10-31 - 9:21:08 PM GMT- IP address: 63.232.20.2

Document emailed to CHRISTINA MARTINEZ (cfmartinez@santafenm.gov) for signature
2025-10-31 - 9:23:15 PM GMT

Signer CHRISTINA MARTINEZ (cfmartinez@santafenm.gov) entered name at signing as CFM for AJH
2025-11-03 - 8:21:17 PM GMT- IP address: 63.232.20.2

Document e-signed by CFM for AJH (cfmartinez@santafenm.gov)
Signature Date: 2025-11-03 - 8:21:19 PM GMT - Time Source: server- IP address: 63.232.20.2

Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2025-11-03 - 8:21:22 PM GMT

Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2025-11-03 - 9:43:30 PM GMT- IP address: 63.232.20.2

Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)
2025-11-04 - 3:48:05 PM GMT- IP address: 63.232.20.2

Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2025-11-04 - 4:27:31 PM GMT - Time Source: server- IP address: 98.97.112.9

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2025-11-04 - 4:27:34 PM GMT

Email viewed by EMILY OSTER (ekoster@santafenm.gov)
2025-11-07 - 3:55:28 PM GMT- IP address: 174.205.229.5

Document e-signed by EMILY OSTER (ekoster@santafenm.gov)
Signature Date: 2025-11-18 - 3:47:09 PM GMT - Time Source: server- IP address: 63.232.20.2

Powered by Adobe Acrobat Sign

Agreement completed.

2025-11-18 - 3:47:09 PM GMT

CITY OF SANTA FE

Amendment Purchasing Memo for Western Oilfields Supply Co.

Date: November 7, 2025

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

From: Michael Dozier, Wastewater Management Division Director, Public Utilities Department

Via: Jesse Roach, Interim Public Utilities Director Jesse Roach (Nov 10, 2025 13:00:34 MST)

Subject: Amendment to Rental Contract for Western Oilfields Supply Co.

Vendor Name: Western Oilfields Supply Co. (dba. Rain for Rent)

Munis Vendor Number: 8362

ITEM AND ISSUE:

The Public Utilities Department, Wastewater Management Division respectfully requests your review and approval of Amendment #1 to Munis Contract #3204709 (Item 24-0351) with Western Oilfields Supply Co. (dba. Rain for Rent) for continued rental of 4 new disc-filters for 24 months (26 rental cycles) starting on June 1, 2025. Amendment #1 increases the amount of compensation by $2,909,100.12 for a total compensation of $3,909,100.12, including tax, for the term ending on May 31, 2027.

1. Approval of a Budget Adjustment Resolution (BAR) in the amount of $2,909,101 from the Wastewater Enterprise Fund to WIP Construction.

CONTRACT NUMBER:

The FY24 Munis contract number is 3204709.

BACKGROUND AND SUMMARY:

In reference to the Paseo Real Water Reclamation Facility Administrative Order Emergency Project, the Public Utilities Department has submitted an Emergency Determination Form for emergency procurement to implement a comprehensive plan that provides interim corrective measures and for the long-term success in operating and managing the Paseo Real Water Reclamation Facility (PRWRF) necessary to ensure compliance with NPDES and Discharge Permits within the shortest possible time. The referenced Administrative Order (AO), which the City received on March 6th, 2024 from the U.S. Environmental Protection Agency (EPA) Region 6 and amended July 10, 2024 (CWA-06-2024-1765), is attached and requires within 30 days the submission of the comprehensive written plan for the elimination of the violations within the shortest possible time, as well as measures to prevent these or similar violations from recurring.

On May 31, 2024, the contract was completed with the vendor, and two purchase orders (FY24-22406240, FY25-22501213) were placed for an ultimately inferior set of three filters and a pump. Close to the end of FY25, these filters and pump were replaced with four better filters and a more powerful pump. As of now, the vendor **has the rental equipment in place** to provide pump and filtration equipment for max flows of 5mgd at final clarification. With continued rental from the vendor, we are maintaining PRWRF's compliance to eliminate or minimize the

associated risks to public health and safety associated with the non-compliant discharge. Once the permanent onsite filtration units (disc and sand filters) have been repaired, the rentals can be discontinued.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: WW Management/500

Munis Org Name/Number: Wastewater-Capital Projects-5000375

Munis Object Name/Number: WIP Const/572970

Budget Officer / Designee: Andy Hopkins **Date:** 11/12/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-127, Emergency

The United States Environmental Protection Agency (EPA) has issued an Administrative Order (AO) issued to the City of Santa Fe for violations of the Clean Water Act (CWA) (33 U.S.C. §§ 1251-1387). The violations were identified during a review of the permit file and discharge monitoring reports submitted for the Paseo Real Wastewater Reclamation Facility. The violations alleged are for failure to meet permit effluent limitations. This AO does not assess a monetary penalty; however, it does require compliance with applicable federal regulations.

Similarly, the New Mexico Environment Department (NMED) has determined that the City of Santa Fe Paseo Real Wastewater Treatment Plant (WWTP) has been operating in noncompliance with the New Mexico Water Quality Act (WQA) and Water Quality Control Commission (WQCC)' regulations (20.6.2 and 20.6.4 New Mexico Administrative Code) adopted pursuant to the WQA. To facilitate the most efficient response to these regulators, the City requires emergency procurement to develop a plan and to implement that plan to bring the Paseo Real Wastewater Reclamation Facility into compliance as soon as is feasible to do so.

Chief Procurement Officer (CPO)/Designee: JoAnn Lovato Montaño **Date:** 11/18/2025

CPO Comment/Exceptions: City is currently working on a long term solution for this issue.

ASSOCIATED APPROVALS:

IT Components included? ☐ **Yes** | ☒ **No**

Treasury/Point of Sale Components included? ☐ **Yes** | ☒ **No**

Vehicles included? ☐ **Yes** | ☒ **No** _____

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

Is this an externally funded purchase? ☐ **Yes** | ☒ **No**

Is this a Capital Asset or Project? ☐ **Yes** | ☒ **No**

ATTACHMENTS:
Vendor's Quote

Certificate of Liability Insurance (COI)
Original contract packet (with previous contract amendments)

Item: 24-0351
Munis Contract: 3204709
Original Contract Item: 24-0351
SWPA/GSA/Coop/RFP/ITB #: EMERGENCY

CITY OF SANTA FE
AMENDMENT No. 1 TO CONTRACT # 3204709
ITEM# 24-0351

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE 3204709 CONTRACT, dated MAY 31, 2024, between the City of Santa Fe (the "City") and WESTERN OIL FIELDS SUPPLY COMPANY dba RAIN FOR RENT. The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Contract, Contractor has agreed to provide Pumping and filtration equipment for max flows of 5 million gallons per day.

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

3. COMPENSATION.

Article 3, paragraph A of the Contract is amended to increase the amount of compensation by a total of $ 2,909,100.12 so that Article 3 reads as follows:

The City shall pay the Contractor based upon fixed prices for each deliverable item as listed here:

PROJECT COSTS	
Estimated Rental Total:	$21,159.93
Estimated Environmental Recovery Fees:	$687.70
Total Estimated Recurring Charges:	$21,847.63 x 13.03 cycles
ESTIMATED YEARLY RENTAL COSTS:	$284,799.46
PROJECT COSTS	
Estimated Sale Total:	$9,479.40

SERVICES

Estimated Delivery:	$14,818.04
Estimated Installation:	$13,883.00
Estimated Removal:	$8,018.00
Estimated Pickup:	$2,618.04
Rental Protection Plan (per rental cycle):	$3,174.00

One rental cycle is 28 days.

NEW PROPOSAL: 1101-IND-2158953-001, attached as Attachment B, dated 8/7/2025 states:

Scope Changes:

RENTAL

An additional 24 months (26 rental cycles) of rental for the disc filtration system.

Adjustments made to correct equipment quantity installed on site (based on 8/7/25 assessment).

SERVICES

(24) Visits (monthly) Rain for Rent mechanic onsite for routine maintenance on the pump, perform system check.

Removal costs included in Change Order.

RENTAL & SALE ITEMS

System Rental – Equipment on site as of 07/25	$103,057.91 x 26.000000 cycles
Rental Subtotal	$2,679,505.66

T&M SERVICES – PROJECTED COSTS

Remove	$30,500.00
Pickup	$23,579.12
Service – Manufacturer Rep to Visit Site (2/year)	$12,496.00
Service – Pump Maintenance Mechanic – Routine (monthly)	$44,482.56
Estimated Environmental Recovery Fees	$87,083.93

GRAND TOTAL

$2,877,647.27

NEW PROPOSAL: 1101-IND-2158953-003, attached as Attachment C, dated 9/2/2025 states:

Scope Changes:

Increase the requested amount to cover sale tax for labor completed on site.

RENTAL & SALE ITEMS	
Remove:	$30,500.00
Pickup:	$23,579.12
Service – Manufacturer Rep to Visit Site	$12,496.00
Service – Pump Maintenance – Mechanic	$44,482.56
TOTAL SERVICE LABOR COST	$111,057.68

GRAND TOTAL	
New Mexico Gross Receipts Tax on Labor at 8.1875%	$9,092.85

NEW PROPOSAL: 1101-IND-2187024, attached as Attachment D, dated 9/2/2025 states:

PROJECT DESCRIPTION

Heat trace and concrete blanket are sale items, installation of the system per the Statement of Work.

PROJECT OVERVIEW

Winterize (4) existing disc filters

(20) Concrete blankets 6'x25'

Exterior rated tape to secure concrete blankets

(4) Heat trace units - utilizing existing electrical onsite

(Hardwiring of heat trace to be completed by electrician provided by the City of Santa Fe)

PROJECT COSTS	
Estimated Sales Total	$7,528.00

SERVICES	
Estimated Installation	$14,832.00

GRAND TOTAL
$22,360.00

The total compensation under this Contract shall be three million nine hundred nine thousand one hundred dollars and twelve cents ($3,909,100.12) including New Mexico gross receipts tax. The City agrees to pay applicable gross receipts tax on labor which shall be listed on Contractor's invoice as a separate line item.

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

CITY OF SANTA FE:

_____
ALAN WEBBER, CITY MAYOR

DATE:_____

CONTRACTOR:

Paul Harrington (Oct 22, 2025 20:27:22 CDT)
_____
TAMMY HARLESTON, CONTRACTS MANAGER

DATE: Oct 22, 2025
CRS#_____

Registration # _____

ATTEST:

_____
ANDREA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martínez
Marcos Martínez (Oct 27, 2025 07:41:49 MDT)
_____
MARCOS MARTINEZ, SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
_____
EMILY K. OSTER, FINANCE DIRECTOR

Rain For Rent
Sales Rep: Scott Lee

CITY OF SANTA FE MUNICIPALITY
Account: 143425
PO BOX 909
Santa Fe, NM, 87504

Liquid Ingenuity®

ATTACHMENT B

CHANGE ORDER – AMENDMENT TO ORIGINAL CONTRACT

Proposal #	1101-IND-2158953-001	Date Prepared	8/7/2025
Est. Delivery Date	9/1/2025	Est. Completion Date	8/31/2027
Project Name	City of Santa Fe - Disc Filters	Jobsite	City of Santa Fe WWTP

Project Location
73 Paseo Real Santa Fe, NM, 87507

Scope Changes:

Rental
An additional 24 months (26 rental cycles) of rental for the disc filtration system.
Adjustments made to correct equipment quantity installed on site (based on 8/7/25 assessment).

Services
(24) Visits (monthly) Rain for Rent mechanic onsite for routine maintenance on the pump, perform system check.
Removal costs included in Change Order.

RENTAL & SALE ITEMS

Description	Quantity	Rate	Period	Duration	Extension
System Rental - Equipment on site as of 07/25	1	$103,057.91	Cycle	26	$2,679,505.66
			Rental Subtotal		$2,679,505.66

T&M SERVICES – PROJECTED COSTS

Description	Extension
REMOVE	$30,500.00
PICKUP	$23,579.12
SERVICE - MANUFACTURER REP TO VISIT SITE - (2) TIMES A YEAR	$12,496.00
SERVICE - PUMP MAINTENACE - MECHANIC - ROUTINE MAINTANCE - MONTHLY	$44,482.56
Estimated Environmental Recovery Fees	$87,083.93

Grand Total: $2,877,647.27

Except where specifically amended in this document, original contract Terms and Conditions apply. A signature on this document is required prior to Rain for Rent commencing with changed work. This Document is produced in the field due to project urgency. As a detailed estimate cannot be provided with current time constraints, Rain for Rent is authorized hereby to proceed on a Time and Materials basis. A more detailed Change Order estimate can be provided if the customer's schedule permits.

Engine driven equipment will be delivered with at least 50% fuel. A Fuel Convenience Charge will be implemented on a per gallon basis up to the delivered fuel level. Customer acknowledges that the Fuel Convenience Charge is not a retail sale of fuel. Customer may avoid the Fuel Convenience Charge if the Customer returns the Equipment at delivered level. The fuel convenience fee will be charged per gallon. No refunds will be given for a higher level of fuel upon return.

Proposal Number 1101-IND-2158953-001 Confidentiality Notice: This proposal and any associated document(s) are privileged and confidential and are intended for the sole use of the addressee(s). They cannot be used, circulated, duplicated, quoted, or otherwise referred to or disclosed to third parties for any reason without the written consent of an Officer of Western Oilfields Supply Company dba/Rain for Rent. If you have received this information in error, please immediately contact us at info@rainforrent.com.

Customer Name	Customer Signature	Date

Created Date: 8/7/2025

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Proposal Number 1101-IND-2158953-001 Confidentiality Notice: This proposal and any associated document(s) are privileged and confidential and are intended for the sole use of the addressee(s). They cannot be used, circulated, duplicated, quoted, or otherwise referred to or disclosed to third parties for any reason without the written consent of an Officer of Western Oilfields Supply Company dba/Rain for Rent. If you have received this information in error, please immediately contact us at info@rainforrent.com.

Rain For Rent
Sales Rep: Scott Lee

CITY OF SANTA FE MUNICIPALITY
Account: 143425
PO BOX 909
Santa Fe, NM, 87504

Liquid Ingenuity®

ATTACHMENT C

CHANGE ORDER – AMENDMENT TO ORIGINAL CONTRACT

Proposal #	1101-IND-2158953-003	Date Prepared	9/24/2025
Est. Delivery Date	11/30/2025	Est. Completion Date	12/15/2025
Project Name	City of Santa Fe - Disc Filters	Jobsite	City of Santa Fe WWTP

Project Location
73 Paseo Real Santa Fe, NM, 87507

Scope Changes:

Increase the requested amount to cover sale tax for labor completed on site.

Remove:	$30,500.00
Pickup:	$23,579.12
Service – Manufacturer Rep to Visit Site	$12,496.00
Service – Pump Maintenance – Mechanic	$44,482.56
TOTAL SERVICE LABOR COST	$111,057.68
NM Gross Receipts Tax on Labor (8.1875%)	$9,092.85

RENTAL & SALE ITEMS

Description	Quantity	Rate	Period	Duration	Extension
- SALES TAX	1	$9,092.85	Sale		$9,092.85
			Sale Subtotal		$9,092.85

Grand Total: $9,092.85

Except where specifically amended in this document, original contract Terms and Conditions apply. A signature on this document is required prior to Rain for Rent commencing with changed work. This Document is produced in the field due to project urgency. As a detailed estimate cannot be provided with current time constraints, Rain for Rent is authorized hereby to proceed on a Time and Materials basis. A more detailed Change Order estimate can be provided if the customer's schedule permits.

Engine driven equipment will be delivered with at least 50% fuel. A Fuel Convenience Charge will be implemented on a per gallon basis up to the delivered fuel level. Customer acknowledges that the Fuel Convenience Charge is not a retail sale of fuel. Customer may avoid the Fuel Convenience Charge if the Customer returns the Equipment at delivered level. The fuel convenience fee will be charged per gallon. No refunds will be given for a higher level of fuel upon return.

Customer Name _____ Customer Signature _____ Date _____

Created Date: 9/2/2025

Proposal Number 1101-IND-2158953-003 Confidentiality Notice: This proposal and any associated document(s) are privileged and confidential and are intended for the sole use of the addressee(s). They cannot be used, circulated, duplicated, quoted, or otherwise referred to or disclosed to third parties for any reason without the written consent of an Officer of Western Oilfields Supply Company dba/Rain for Rent. If you have received this information in error, please immediately contact us at info@rainforrent.com.

Rain For Rent
2495 Lakeside Dr
Las Cruces, NM, 88007
575-524-0879
rainforrent.com
slee@rainforrent.com

CITY OF SANTA FE MUNICIPALITY
Account: 143425
PO BOX 909
Santa Fe, NM, 87504

ATTACHMENT D

Dear ,

Thank you for your inquiry. As requested, please find attached our proposal 1101-IND-2187024 for Winterize - Aqua Disc Filters. We value this opportunity to provide a solution for your liquid handling need and we are committed to partnering with you to ensure your project's safe execution and completion.

To convert this proposal into a confirmed order WITHOUT ANY CHANGES, please click the "Start Signing" button to begin the electronic signature process.

If you would like to CHANGE anything in this proposal or discuss anything further, please call Scott Lee at 575-524-0879.

Thank you, and I look forward to working with you.

Regards,

Scott Lee
slee@rainforrent.com
Mobile: 505-436-0920
Branch: 575-524-0879
2495 Lakeside Dr
Las Cruces, NM, 88007

Project Name	Winterize - Aqua Disc Filters	Jobsite	Winterize - Aqua Disc Filters
Date Prepared	9/2/2025	Est. Delivery Date	9/29/2025
Prevailing Wage	No	Est. Completion Date	9/30/2025

Project Location

73 Paseo Real
Santa Fe, NM, 87507

Project Description and Overview

PROJECT DESCRIPTION

Heat trace and concrete blanket are sale items, installation of the system per the Statement of Work.

PROJECT OVERVIEW

Winterize (4) existing disc filters
(20) Concrete blankets 6'x25'
Exterior rated tape to secure concrete blankets
(4) Heat trace units - utilizing existing electrical onsite
(Hardwiring of heat trace to be completed by electrician provided by the City of Santa Fe)

STATEMENT OF WORK

RFR Responsibilities & Scope of Work

Rain for Rent (RFR) will provide the following:
Installation of heat trace and concrete blankets, these items are sold to the customer at time of installation.

Due to the multitude of economic factors, materials, labor, hauling and freight are currently in a period of above average volatility. If, during the performance of work, the price of materials, labor, hauling or freight increases through no fault of Rain for Rent, the contract price shall be equitably adjusted by an amount reasonably necessary to cover any such price increases. Equipment subject to availability at time of project.

Reference Materials

Project is quoted based on applicable/customer provided reference materials noted below:
Job Walk - Scott Lee - Leroy Alvarado

Customer Responsibilities

It is the customer's responsibility to inform RFR about prevailing wage at time of proposal. If RFR is informed after the quote is issued that certified payroll is required, quote will be subject to additional charges.

Jobsite:
Customer is responsible for:
1. Electrical service and connection to each of the heat trace system.
2. Securing permits, fees, bonding, right of ways, vehicular/pedestrian traffic control, and security.
3. Providing safe, secure access and egress to an adequate staging area throughout the job which could include brush clearing, grading, and removal or replacement of any landscape or hardscape in the temporary right of way for the equipment.
4. Any damage to the environment including trees, vegetation, stream banks, or any other part of the site caused by the installation, removal, construction, pulling or dragging of equipment, or operation of the equipment that would require site restoration or environmental countermeasures.
5. Any excavation, saw cutting, trench plating for the purpose of road crossings, backfilling, restoration, modification, or alteration of any permanent structure or site element including changes to pump pad preparation, suction, or discharge chambers during duration of job (including installation and removal).

System:
1. Customer will provide dedicated equipment with operator and fuel to perform all needed unloading, testing, operations, maintenance,

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relocating, cleaning, and reloading of provided equipment/system.
2. If installation provided by RFR and Customer is operating system, this Transfer of Operation form will need to be reviewed and signed by both parties upon completion of setup. (sample form only): **https://rainforrentcorp.box.com/v/systemtransferoperation**
3. Customer will provide preventative maintenance as recommended by manufacturer or per the Rental Agreement. **https://rainforrentcorp.box.com/v/pumpmaintenance**
4. Customer will supply all needed water for the commissioning, startup, and system testing. Project-specific criteria for hydrotesting can be provided at an additional charge.
5. By accepting this quotation, the customer has acknowledged that the equipment proposed herein is suitable for its intended application and accepts all liabilities associated with its use. Customer is responsible for compliance with appropriate liquid/material quality standards, regulations, and testing protocols to meet all federal, state, local and job location specific requirements. Customer is responsible for all waste materials associated with this equipment/system.

Customer is responsible for:
1. Any work in confined spaces.
2. Protecting system from damage including any freeze protection necessary to safeguard equipment from damage. Should equipment become frozen and damaged, customer is responsible for repair of equipment. RFR is providing the necessary freeze protection, but the customer is responsible to operate the system and provide the power required. Equipment stays on rent until it can be returned.
3. Using equipment in a safe and proper manner in accordance with manufacturers' recommendations, regulatory standards, and industry best practices. Improper usage may cause equipment/system failure, damage, possible incidents, injuries, and spills.

Upon Pickup:
Contact the RFR office at (505) 524-0879 to schedule pickup when equipment/system is cleaned and ready to be released.
Flushing and cleaning of equipment must be performed to RFR's standards prior to being called off rent. RFR personnel will perform a visual inspection. It is recommended to have a customer representative on-site during inspection. Equipment found not to be in "delivered condition" will not be picked up.
Project Scheduling & Billing
This quote is valid for 30 days. For the quoted items, RFR requires a signed quote not less than 7 days prior to delivery.

Customer acknowledges that availability of equipment/system and/or media will be confirmed at time of order. Additional freight charges may apply subject to mutually agreed upon change order.

Billing
1. Delivery and first week's labor will be billed at the end of the first week of installation, supported by signed daily work tickets. Any additional labor will be billed weekly supported by signed day tickets.
2. Delivery and labor for this project will be billed upon completion of the installation.
3. This is an estimate only. Actual Time and Material used for this job will be billed to the customer.

Any re-rented equipment may be billed according to the third party's billing period. All billing subject to our standard terms and conditions in the rental agreement.
A minimum 2 hour charge will be assessed in the event the crew is at site and weather forces cancellation of work for remainder of day.
Deposits may be required. All sales are final upon RFR's acceptance of the order. Sales may be subject to lead time from manufacturer. Final depository amounts, payment terms, and any interim payment requirements will be at the discretion of Seller upon acceptance of order. All sales are final upon RFR's acceptance of the order. Sales may be subject to lead time from manufacturer.

Rain for Rent's standard hours of operation are 7:30am – 4:00pm Monday – Friday. Time outside of normal business hours will be billed at 1.5x the base rate for Transportation and Service.

Safety

Each employee is expected to adhere to the RFR Environmental, Health and Safety programs, which will protect the environment, the health and safety of the customer, employees, and others. RFR asks for your full cooperation to succeed in this expected outcome.

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PROJECT COSTS	
Estimated Sale Total	$7,528.00
SERVICES	
Estimated Installation	$14,832.00
GRAND TOTAL	$22,360.00

-Estimated costs do not include taxes
-Recurring rental project costs will be on a cycle/week/day basis+ tax

Engine driven equipment will be delivered with at least 50% fuel. A Fuel Convenience Charge will be implemented on a per gallon basis up to the delivered fuel level. Customer acknowledges that the Fuel Convenience Charge is not a retail sale of fuel. Customer may avoid the Fuel Convenience Charge if the Customer returns the Equipment at delivered level. The fuel convenience fee will be charged per gallon. No refunds will be given for a higher level of fuel upon return.

Customer Name | Customer Signature | Date

Proposal Acknowledgement

By signing this proposal, customer represents that he/she has read and agreed to both the Statement of Work and Quote Agreement sections, and is also agreeing to the grand total amount listed above, plus any recommended optional items if accepted and initialed. If customer requires a Purchase Order number to process and submit payment, it must be supplied to Rain for Rent at the time of acceptance of this proposal.

PO Number: _____

Created Date: 9/2/2025

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Quote Agreement

If Customer has entered into a Master Service Agreement with Rain for Rent and there is a conflict between these terms and conditions of this Quotation Agreement and the Customer's Master Service Agreement, then the terms and conditions in the Customer's Master Service Agreement signed by Rain for Rent will prevail. Availability of products and services is subject to change without notice. Payment terms are net 30 days from invoice date. Interest at the rate of 18% per year shall be charged on any past due invoice. Rain for Rent applies a processing fee on credit card transactions. The processing fee amount does not exceed our cost of accepting credit cards as required by the card brands. To avoid this fee, choose an alternative payment method (e.g. ACH). A Fuel Surcharge will be calculated and invoiced based on the diesel fuel price as published by the Department of Energy on https://www.eia.gov/petroleum/gasdiesel An Environmental Recovery Fee shall apply to all rental charges invoiced for the duration of the rental pursuant to this quote/Estimate to help offset direct and indirect costs associated with regulatory compliance, obtaining permits, and obtaining licenses. California Air Quality Fee will be added to the cost of diesel pumps used in California only. This is a State mandated fee. Customer is prohibited from deducting retention from Rain for Rent invoices and charging Rain for Rent liquidated damages. Customer is responsible for flushing and cleaning tanks, roll off boxes, pipelines, pumps, filters and other Rain for Rent equipment prior to return unless specifically agreed to by both parties in writing. The Terms and Conditions of the Rain For Rent Rental and Hazardous Material and/or Non-Hazardous Waste Agreement, Credit Application/Master Rental & Sales Agreement, Invoice and this Quotation (also known as the Rain for Rent Rental/Sale Estimate as may be referenced in any Master Service Agreement, Blanket Purchase Order, or any other contractual document executed between the parties) contain the complete and final agreement between Rain for Rent and Customer and no other agreement in any way modifying or adding to any of said Terms and Conditions will be binding upon Rain for Rent unless made in writing and signed by a Rain for Rent Corporate Officer or Rain for Rent authorized representative. The Customer cannot alter the equipment without Rain for Rent's prior written approval. Customer is responsible for equipment, repairs, maintenance and damage, excluding normal wear and tear or damage caused by Rain for Rent. Rain for Rent will service all engine driven equipment at 400 hours of runtime or as required by manufacturer specifications, if less than 400 hours. Labor will be billed on a time and materials basis, portal to portal from nearest Rain for Rent location. Prorated billing will occur if rental is returned prior to 400 hours. All returned equipment is subject to inspection by Rain for Rent personnel. Damages and accrued rent will be invoiced to Customer while equipment is out of service for repairs. The Customer is responsible for damage caused by reactive, corrosive or abrasive material; including, but not limited to sand, sodium hydroxide, chlorine, and acids. Customer must notify Rain for Rent immediately of any spill so that any necessary repairs to the system can be made and to minimize service interruption. The Customer assumes all risks of loss due to operation and use of the equipment. Customer will provide "all risk" property insurance for rented equipment. Customer shall pay Rain for Rent additional expenses caused by unforeseen or changing conditions, including, but not limited to, soil, underground conditions, rock formations, environmental conditions, weather events, regulations or restrictions, hard pan, boulders, cesspools, gas lines, waterlines, drain pipes, underground electrical conduits or other above ground or underground obstructions. All equipment rented or used products sold are provided "AS IS, WHERE IS" in their present condition. Rain for Rent makes no warranties, expressed or implied of any kind whatsoever with respect to the equipment or products. Sold equipment is not to be rented. Customer agrees that customer is renting equipment or purchasing used products based on their judgment and evaluation, without reliance upon any statements of representations by Rain for Rent, and that Rain for Rent is not responsible for any defects in their operation or for any repairs, parts or services, unless otherwise noted. All new products sold are provided without warranty beyond the terms of such warranty offered by the manufacturer, if any. Customer must comply with all original manufacturer's terms and conditions for any warranty claims that may arise. Neither Rain for Rent nor the manufacturer warranties the product if it has failed due to corrosion, misuse or damage; (2) it has been altered, repaired or modified in any way that would adversely affect its operation; or (3) it was installed or operated other than in accordance with manufacturer's operating instructions. Products supplied by Rain for Rent are warranted to be free from any defect in workmanship and material under conditions of normal use and service. Rain for Rent's obligation under this warranty is limited to replacing or repairing at the designated manufacturer's or Rain for Rent facility any part or parts returned to it with transportation charges prepaid, which Rain for Rent determines in its sole discretion to be defective. This Quotation excludes any additional costs to Rain for Rent associated with Owner Controlled Insurance (OCIP) or WRAP insurance programs that will be added to Rain for Rent's prices. De-watering, Roll-off, Vacuum boxes and similar equipment are not liquid tight. Rentee accepts full responsibility for all losses, damages and costs caused by or arising out of spills, leakage or discharge from this equipment. Rain for Rent will not be held liable for any structural or soils subsidence. This Quotation is valid for 30 days and is subject to credit approval. The prices quoted herein are based on the tariffs, duties, and import/export regulations in effect as of the date of this quotation. If, at any time after the issuance of this Quotation, there is any change in applicable tariffs, duties, taxes, surcharges, or other government-imposed costs, Rain for Rent reserves the right to adjust the quoted prices accordingly. Rain for Rent is not liable for delays caused by changes in tariffs, duties, and import/export regulations. Please be assured every effort will be made to execute the quote as written.

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Utilities/Wastewater	11/7/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Wastewater capital projects/WIP Construction	5000375	572970	WWM245002	$ 2,909,101	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 2,909,101	$ -

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

To increase account 572970 for RAIN FOR RENT. Plese see memo for detail and please add RAIN4RENT for posting of BAR

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
500	(2,909,101)
TOTAL:	**(2,909,101)**

Linda MacAllister 11/7/2025
Prepared By *{print name}* Date

Division Director Signature *{optional}* Date

Jesse Roach
Jesse Roach (Nov 10, 2025 13:00:34 MST)
Department Director Signature Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins 11/12/2025
Budget Officer Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

City of Santa Fe
Emergency Determination Form

The Department that makes an emergency procurement to plan or prepare for the response to a serious threat to public health, welfare, safety or property caused by a flood, fire, epidemic, riot, act of terrorism, equipment failure or similar event shall account for the money spent in making the procurement and report on that accounting to the City's Finance Department Director within ninety days after the end of the contract or fiscal year in which the procurement was made, whichever comes first.

I. Department: Public Utilities, **City of Santa Fe**

Department Director: John Dupuis

Department Contact: _P. Fred Heerbrandt, P.E.

Department Telephone Number: 505-955-4623

City of SF Chief Procurement Officer: **Travis Dutton-Leyda, CPO**

Telephone Number: **(505) 629-8351**

II. **A. Name of Contractor: AquaSight**

Address of Contractor: 1650 W. Big Beaver Rd., Troy MI 48084

Amount of prospective contract: $350,000.00

Term of prospective contract: Three years

B. Name of Contractor: Great Western Electrical

Address of Contractor: 3310 Girard NE, Albuquerque, nm 87107

Amount of prospective contract: $155,690.08

Term of prospective contract: One year

C. Name of Contractor: Carollo Engineers, Inc.

Address of Contractor: P. O. Box 30835, Salt Lake City, UT 84130-0835

Amount of prospective contract: $80,000.00

Term of prospective contract: One year

D. Name of Contractor: ITSQUEST Staffing

Address of Contractor: 1012 Marquez Pl Ste 301B, Santa Fe, NM 87505

Amount of prospective contract: $264,463.70

Term of prospective contract: One year and two months

E. Name of Contractor: Hazen and Sawyer

Address of Contractor: 100 Sun Ave. NE, Suite 206, Albuquerque, NM 87109

Amount of prospective contract: $2,718,000.00

Term of prospective contract: 2.5 years

F. Name of Contractor: A.A.C. Construction, LLC

Address of Contractor: 18 La Luna Rd, Santa Fe, NM 57507

Amount of prospective contract: $2,465,837.04

Term of prospective contract: Two Years

G. Name of Contractor: Molzen Corbin

Address of Contractor: 2701 Miles Rd. SE, Albuquerque, NM 87106

Amount of prospective contract: $180,000

Term of prospective contract: Two Years

H. Name of Contractor: Rain for Rent (Western Oilfields Supply Co.)

Address of Contractor: 2495 Lakeside Drive, Las Cruces, NM 88007

Amount of prospective contract: $903,214.87

Term of prospective contract: Three Years

GRAND TOTAL: $7,117,250.69

The attached contractors and their associated scopes of work will assist City staff in bringing the wastewater reclamation facility into compliance.

Location of Services: Paseo Real Wastewater Reclamation Facility, 73 Paseo Real, Santa Fe, NM 87507

III. **Please thoroughly list the services (scope of work), construction or items of tangible personal property of the contract:**

1. Emergency funding request to remediate issues currently affecting the WWTF
   a. Contractors: Hazen and Sawyer ($2.7M), AAC construction (est.$2.5M), Carollo ($80k), Aquasight ($350k), ITSQuest (scheduler $264k), Great Western ($156k), Molzen Corbin ($180k), Rain for Rent ($903K)
   b. Improvements Plan
      - Quarterly Reporting disconnect
      - Weekly Meetings with NMED
      - Unit Process Operating Strategy documentation (Carollo/Hazen)
      - Instrumentation Implementation
      - Model Development/SCADA Integration
      - Sample and Reporting External Support
      - Advanced SCADA for Each Process
      - Unit Process Improvements

See attached proposals and scopes of work for details.

IV. **Provide an explanation for the justification of the procurement including a description of the emergency condition(s) requiring use of emergency procurement and the practicable competition utilized in compliance with NMSA 1978, § 13-1-127.**

The United States Environmental Protection Agency (EPA) has issued an Administrative Order (AO) issued to the City of Santa Fe for violations of the Clean Water Act (CWA) (33 U.S.C. §§ 1251-1387). The violations were identified during a review of the permit file and discharge monitoring reports submitted for the Paseo Real Wastewater Reclamation Facility. The violations alleged are for failure to meet permit effluent limitations. This AO does not assess a monetary penalty; however, it does require compliance with applicable federal regulations.

Similarly, the New Mexico Environment Department (NMED) has determined that the City of Santa Fe Paseo Real Wastewater Treatment Plant (WWTP) has been operating in noncompliance with the New Mexico Water Quality Act (WQA) and Water Quality Control Commission (WQCC)' regulations (20.6.2 and 20.6.4 New Mexico Administrative Code) adopted pursuant to the WQA.

To facilitate the most efficient response to these regulators, the City requires emergency procurement to develop a plan and to implement that plan to bring the Paseo Real Wastewater Reclamation Facility into compliance as soon as is feasible to do so.

EPA Region 6 Administrative Order Attached.

III. **Please describe what measures are being taken to minimize the duration and effect of this particular emergency procurement (for example: is the emergency only in place until a competitive process can be completed, etc.).**

By immediately bringing these contractors in to perform their requested scopes of work, we can begin to bring the facility into compliance, thereby eliminating or minimizing the associated risks to public health and safety associated with the non-compliant discharge.

IV. **Describe what measures the Department will take in the future to prevent/mitigate use of emergency procurement under similar circumstances.**

It is our goal and desire to prevent the conditions that precipitated the need for this emergency procurement by implementing the measures afforded by this emergency procurement.

Certified by:

_____ Apr 3, 2024

City Chief Procurement Officer, Travis Dutton-Leyda **Date**

City Approval by:

John Dupuis (Apr 4, 2024 10:44 MDT) Apr 4, 2024

Department Director, John Dupuis **Date**

Marcos Martinez Apr 3, 2024

Marcos Martinez (Apr 3, 2024 17:03 MDT)

City Attorney, Erin McSherry **Date**

John Blair
John Blair (Apr 3, 2024 18:09 MDT)

Apr 3, 2024

City Manager, John Blair **Date**

Emily K. Oster

Apr 4, 2024

Finance Director, Emily Oster **Date**

Note: All emergencies must be posted to the SPD website:
https://www.generalservices.state.nm.us/statepurchasing/submit-emergency.aspx
and the City of Santa Fe's website:
https://santafenm.gov/finance-2/purchasing-1/solicitations

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
Region 6
FINDINGS OF VIOLATION AND COMPLIANCE ORDER
Docket Number: CWA-06-2024-1745; NPDES Permit Number: NM0022292

STATUTORY AUTHORITY

The following findings are made, and Order issued under the authority vested in the Administrator of the United States Environmental Protection Agency (EPA) by Section 309(a) of the Clean Water Act (Act), 33 U.S.C. § 1319(a). The Administrator of EPA delegated the authority to issue this Order to the Regional Administrator of EPA Region 6, who further delegated this authority to the Director of the Enforcement and Compliance Assurance Division.

FINDINGS

1. The City of Santa Fe (Respondent) is a municipality which was incorporated under the laws of the State of New Mexico, and as such, is a "person" as that term is defined at Section 502(5) of the Act, 33 U.S.C. § 1362(5), and 40 C.F.R. § 122.2.

2. At all times relevant to this Order (all relevant times), Respondent owned or operated a municipal wastewater treatment facility located at Airport Road, Santa Fe, Santa Fe County, New Mexico, 87504 (facility), and was, therefore, an "owner or operator" within the meaning of 40 C.F.R. § 122.2.

3. At all times relevant, the facility was a "point source" of a "discharge" of "pollutants" with its municipal wastewater to the receiving waters of Santa Fe River in Segment No. 20.6.4.113 of the Rio Grande Basin which are "waters of the United States" within the meaning of Section 502 of the Act, 33 U.S.C. § 1362, and 40 C.F.R. § 122.2.

4. Because Respondent owned or operated a facility that acted as a point source of discharges of pollutants to waters of the United States, Respondent and the facility were subject to the Act and the National Pollutant Discharge Elimination System (NPDES) program.

5. Under Section 301 of the Act, 33 U.S.C. § 1311, it is unlawful for any person to discharge any pollutant from a point source to waters of the United States, except with the authorization of, and in compliance with, an NPDES permit issued pursuant to Section 402 of the Act, 33 U.S.C. § 1342.

6. Section 402(a) of the Act, 33 U.S.C. § 1342(a), provides that the Administrator of EPA may issue permits under the NPDES program for the discharge of pollutants from point sources to waters of the United States. Any such discharge is subject to the specific terms and conditions prescribed in the applicable permit.

7. Respondent applied for and was issued NPDES Permit No. NM0022292 (herein the permit) under Section 402 of the Act, 33 U.S.C. § 1342, which became effective on September 1, 2021, and expires on August 31, 2026. At all relevant times, Respondent was authorized to discharge pollutants from the facility to waters of the United States only in compliance with the specific terms and conditions of the permit.

8. Part I.A of the permit places certain limitations on the quality and quantity of effluent discharged by Respondent. The relevant discharge limitations are indicated in the attached Table A.

9. Part I.C. of the permit requires the Respondent to sample and test its effluent and monitor its compliance with permit conditions according to specific procedures, in order to determine the facility's compliance or noncompliance with the permit and applicable regulations. It also requires the Respondent to file with EPA certified Discharge Monitoring Reports (DMRs) of the results of monitoring, and Noncompliance Reports when appropriate.

10. Certified DMRs filed by the Respondent with EPA in compliance with the permit show discharges of pollutants from the facility that exceed the permitted effluent limitations established in Part I.A of the permit, as specified in the attached Table B.

11. Each instance in which Respondent discharged pollutants to waters of the United States in amounts exceeding the effluent limitations contained in the permit is a violation of the permit and Section 301 of the Act, 33 U.S.C. § 1311. Each violation of the conditions of the permit or regulations described above is a violation of Section 301 of the Act, 33 U.S.C. § 1311.

12. Administrative Order (AO) Docket Number CWA-06-2019-1773 was issued on March 29, 2019, regarding the facility's NPDES permit excursions. The Respondent submitted a written response to the AO on May 31, 2019.

13. Administrative Order (AO) Docket Number CWA-06-2019-1818 was issued on August 26, 2019, regarding the facility's NPDES permit excursions. The Respondent submitted a written response to the AO on October 23, 2019.

14. Administrative Order (AO) Docket Number CWA-06-2021-1725 was issued on June 1, 2021, regarding the facility's NPDES permit excursions. The Respondent submitted a written response to the AO on June 11, 2021.

SECTION 309 (a)(3) COMPLIANCE ORDER

Based on the foregoing Findings and pursuant to the authority of Section 309 of the Act, EPA hereby orders Respondent to take the following actions:

A. Within thirty (30) days of the effective date of this Order, Respondent shall submit a list of the specific actions taken to correct the reporting and effluent violations cited in this Order.

B. Within thirty (30) days of the effective date of this Order, Respondent shall provide written certification to EPA, Region 6 that the violations cited herein have been corrected and that the facility is in compliance with the requirements of the permit.

C. In the event that Respondent believes complete correction of the violations cited herein is not possible within thirty (30) days of the effective date of this Order, Respondent shall, within thirty (30) days of the effective date of this Order, submit a comprehensive written plan for the elimination of the cited violations within the shortest possible time for EPA review. Such plan shall describe in detail the specific corrective actions to be taken and why such actions are sufficient to correct the violations. The plan may include interim corrective measures to address effluent limit violations as quickly as possible followed by subsequent permanent measures. The plan shall include a detailed schedule for the elimination of the violations within the shortest possible time, as well as measures to prevent these or similar violations from recurring.

D. If Respondent would like to arrange a meeting with EPA to discuss the allegations in this Order, it should contact EPA within forty-five (45) days of the effective date of this Order. The meeting will be held at the Region 6 offices, 1201 Elm Street, Dallas, Texas, and Respondent can provide any information it believes is relevant to this Order. Respondent shall submit to EPA all information or materials it considers relevant to EPA at least ten (10) days prior to the meeting.

E. To arrange a meeting, or to ask questions or comment on this matter, please contact Ms. Mona Tates, of my staff, at (214) 665-7152 or tates.mona@epa.gov.

F. Any information or correspondence submitted by Respondent to EPA under this Order shall be addressed to the following:

Ms. Nancy Williams
williams.nancy@epa.gov

and

Ms. Mona Tates
tates.mona@epa.gov

GENERAL PROVISIONS

Issuance of this Section 309(a)(3) Compliance Order shall not be deemed an election by EPA to forego any administrative, judicial, civil or criminal action to seek penalties, fines, or any other relief appropriate under the Act for the violations cited herein, or other violations that become known to EPA. EPA reserves the right to seek any remedy available under the law that it deems appropriate.

Respondent may seek federal judicial review of the Order pursuant to Chapter 7 of the Administrative Procedure Act, 5 U.S.C. §§ 701-706.

Failure to comply with this Section 309(a)(3) Compliance Order or the Act may result in further administrative action, or a civil judicial action initiated by the United States Department of Justice.

This Order does not constitute a waiver or modification of the terms or conditions of Respondent's NPDES permit, which remains in full force and effect. Compliance with the terms and conditions of this Order does not relieve Respondent of its obligation to comply with any applicable federal, state, or local law or regulation.

The effective date of this Order is the date it is received by the Respondent.

March 4, 2024

Date

Cheryl T. Seager

Digitally signed by Cheryl T. Seager
Date: 2024.03.04 16:05:14 -06'00'

Cheryl T. Seager, Director
Enforcement and
Compliance Assurance Division

This proposal provides an offer to provide staffing services. ITSQuest, Inc. offers a variety of employment and human resource services. A rate quote on additional services will be provided quickly.

Offer to: **John Dupuis**
City of Santa Fe Public Utilities Department
1142 Siler Road
Santa Fe, NM 87507
Phone: 505-955-4209
Email: jedupuis@santafenm.gov"

Position Title	Location	Dates of Service FY2024	Hourly Rate	Weeks	Weekly Units	Unit totals	Rate **	Subtotals	GRT Rate	GRT	Total Budget
Project Manager	SF	4/1/2024 - 6/30/2024	$63.10	13	40	520	$94.02	$48,889.88	8.1875%	$ 4,002.86	$52,892.74
									TOTAL PO AMOUNT		**$52,892.74**

* Dates are a maximum number of days to be worked. This is not a guarantee of days to be worked.

** To avoid overtime reiumbursements, temporary employees may not work over 40 hours per week.

Price Agreement Number: 40-00000-23-00027

Title: Temporary Administrative and Professional Staffing (GS-02F-006CA)

Term: October 6, 2023 - December 8, 2024

Date: March 19, 2024

Lola Priest

Signature

This offer is open for a period of thirty days. Acceptance by the offeree must be bound by issuing a purchase order.

This proposal provides an offer to provide staffing services. ITSQuest, Inc. offers a variety of employment and human resource services. A rate quote on additional services will be provided quickly.

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John Dupuis
City of Santa Fe Public Utilities Department
1142 Siler Road
Santa Fe, NM 87507
Phone: 505-955-4209
Email: jedupuis@santafenm.gov"

Position Title	Location	Dates of Service FY2025	Hourly Rate	Weeks	Weekly Units	Unit totals	Max Bill Rate **	Subtotals	GRT Rate	GRT	Total Budget
Project Manager	SF	7/1/2024 - 6/30/2025	$63.10	52	40	2080	$94.02	$195,559.52	8.1875%	$ 16,011.44	$211,570.96

TOTAL PO AMOUNT $211,570.96

* Dates are a maximum number of days to be worked. This is not a guarantee of days to be worked.

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Signature

This offer is open for a period of thirty days. Acceptance by the offeree must be bound by issuing a purchase order.

MOLZENCORBIN

March 20, 2024

Mr. Michael Dozier
Wastewater Division Manager
City of Santa Fe
P.O. Box 909
Santa Fe, New Mexico 87504-0909

RE: Emergency Purchase Order to Address EPA Administrative Order CWA-06-2024-1745 Citing Violations at the City of Santa Fe Paseo Real WWTP.

Dear Mr. Dozier:

The City of Santa Fe has requested that Molzen Corbin provide this Proposal for Engineering Services to assist in compliance with Administrative Order CWA-06-2024-1745. The Administrative Order was issued to the City of Santa Fe by the U.S. Environmental Protection Agency (USEPA) on March 4, 2024.

Molzen Corbin is one of the most experienced wastewater engineering firms in New Mexico. We have extensive experience designing, upgrading and retrofitting wastewater treatment facilities for communities throughout New Mexico. Our engineering staff regularly designs process modifications to improve performance at wastewater treatment facilities throughout the state.

We have assisted many communities when they have been issued Administrative Orders by the USEPA. We are experienced at working through the Administrative Order process to help communities comply with both the order and the conditions of their NPDES Permit. We have developed a template for responses to Administrative Orders and can assist them with their response.

Our process engineers work with the community's engineers and operators to evaluate data and assess operating conditions to solve water quality discharge problems. We may recommend changes to operating procedures, upgrades to existing facilities, replacement of aging equipment or installation of new infrastructure to improve effluent quality.

The City has expressed that Molzen Corbin develop a data-driven decision making approach to solving the problems at the Paseo Real Wastewater Treatment Facility. The City would like Molzen Corbin to explore ways that the Facility can be updated and streamlined so processes are equipped with that latest technology that is available.

Molzen Corbin understands that time is critical. The City of Santa Fe must submit a response to USEPA by April 3, 2024 as directed in Compliance Order Section C of the Compliance Order.

WILLINGNESS AND CAPABILITY

Molzen Corbin currently has staff available with the necessary expertise to assist the City of Santa Fe in complying with the Administrative Order. If the City needs services not offered by Molzen Corbin, this proposal includes fee for Additional Services that would allow Molzen Corbin to hire subconsultants. Additional Services may be used to explore multiple approaches to solving problems.

SCOPE OF SERVICES

This project may include but is not limited to the following:

- Research
- Process Engineering
- Design
- Construction Administration
- Telemetry and Controls

COMPENSATION
We propose to perform the Work described above on a Time and Materials basis based on our current Standard Billing Rates enclosed herein.

Basic Services – not to exceed $80,000 would include but not be limited to:

- Research
- Design
- Construction Administration

Additional Services – not to exceed $100,000 would include but not be limited to:

- Process Engineering
- Telemetry and Controls
- Other specialized services to be determined.

If you have any questions or require additional information, please contact Mr. Steve Morrow, P.E. at 505.242.5700.

Sincerely,

MOLZEN CORBIN

Kevin W. Eades, P.E.
Chief Executive Officer

Enclosure

MOLZEN-CORBIN & ASSOCIATES
STANDARD BILLING RATES
AS OF FEBRUARY 1, 2024

DEPARTMENT	BILLING CATEGORIES	2023 RATES
Architectural	Senior Principal Architect	273
	Principal Architect	252
	Senior Architect	210
	Project Architect	168
	Registered Architect	158
	Intern Architect 2	121
	Intern Architect 1	95
	Senior Architectural Designer	142
	Architectural Designer I	137
	Planner	111
	Landscape/Irrigation Designer	111
Civil Engineering	Senior Principal Engineer	273
	Principal Engineer	252
	Senior Engineer	231
	Project Engineer	189
	Professional Engineer	163
	Engineering Intern II	142
	Engineering Intern I	131
	Senior Civil Design Specialist	173
	Engineering Design Specialist	147
	Senior Engineering Design Tech	153
	Engineering Design Tech	116
	Associate Engineering Design Tech	95
Electrical Engineering	Senior Principal Engineer	273
	Principal Engineer	252
	Senior Engineer	210
	Project Engineer	184
	Professional Engineer	163
	Engineering Intern II	142
	Engineering Intern I	126
	Engineering Design Specialist	147
	Engineering Design Tech	116
	Associate Engineering Design Tech	95
Mechanical	Senior Mechanical Engineer	195

MOLZEN-CORBIN & ASSOCIATES
STANDARD BILLING RATES
AS OF FEBRUARY 1, 2024

Water Resource Engineering	Senior Principal Engineer	273
	Principal Engineer	252
	Senior Engineer	231
	Project Engineer	184
	Professional Engineer	163
	Engineering Intern II	142
	Engineering Intern I	131
	Sr. Engineering Design Specialist	168
	Engineering Design Specialist	142
	Engineering Design Tech	116
	O & M Specialist	116
	Associate Engineering Design Tech	95
CADD / Survey	CADD Operator II	84
	CADD Operator I	74
	Survey Technician	111
	Two Person Survey Crew	222
	Two Person GPS Survey Crew	247
	Licensed Surveyor	231
Construction Observation	Senior Observer/Manager	111
	Senior Observer	105
	Observer	100
Administration	Administrative Aide II	79
	Administrative Aide I	58
	Administrative Support	105
	Grants/Technical Administrator	116
	Computer Technician	126
	Senior Technical Writer / Editor	100

Miscellaneous Expenses

Copies	Per Copy	$0.11
Color Copies	Per 8 1/2 x 11 Copy	$1.00
Color Copies	Per 11 x 17 Copy	$2.00
Prints/Plots(24x36)	Per Sheet	$3.00
Mileage	Per Mile (per IRS)	
Sub-Consultants	Cost x 1.1	

Carollo Engineers, Inc.
On Call Engineering Services for
Water and Wastewater Processes and Treatment

SCOPE OF WORK
TASK ORDER 24-WW-01
Establishing Operational Excellence
March 19, 2024

The City of Santa Fe requested assistance to establish knowledge management tools that can be used to document the intent and nuances of each unit process. The resulting documentation can be used for training for new hires and refresher training for existing staff.

An evaluation of current conditions can help define available data, design parameters and current work routines. A gap analysis is typically used to establish the current conditions. From that analysis a more robust approach to formalize a variety of work practices and facility documentation that, if addressed, could provide more consistent facility operation. Consistent facility operation will result in reduced operating costs, less variable facility outputs, and improved O&M awareness.

Initially, three documents are desired. Two are Area Procedures and Expectations (APEs) to capture unit process information: Non-Potable Water Distribution (NPWD) and the Oxidation Ditch Biological Nutrient Removal (BNR) processes. The third is the initial Annual Operations Plan.

This Scope of Services includes working in concert with Hazen and Sawyer and the Wastewater Division Plant Superintendent, with concurrence with the Wastewater Division Director. For success, it is expected that the Plant Superintendent will be heavily involved in the development of the initiatives, with Carollo's and Hazen's Operations Specialists providing guidance and examples to complete and then launch the initiatives developed in this Scope of Services. It is probable that a variety of staff will be engaged, as many of these initiatives involve the existing database, upgraded presentation of concepts and instructions, and computer-based support.

The goal of this Scope of Services is to assist the City of Santa Fe and the Wastewater Division Plant Superintendent in developing means and methods to improve the operation and maintenance of wastewater treatment processes.

The work and resulting deliverables will be split between Carollo Engineers and (under separate authorization) Hazen. Additional authorizations may be required to complete the breadth of the envisioned Establishing Operational Excellence initiatives.

Services will include some or all of the specific tasks listed below, up to the budget upper limit for this Task Order.

PHASE 1 – Site Visit and Gap Analysis

Site Visit

1. This allows Operations Specialist(s) to learn the facility, but more importantly, meet the staff to establish our working relationships.

Conduct a gap analysis to understand the current state of facility operations.

1. The analysis will identify strengths, opportunities and concerns.
2. The results will be documented in a report.

Evaluate current databases for completeness.

1. Compare existing data and presentation to best-industry practices.
2. Includes daily process results, data tracking and trending used for process control and optimization.

Evaluate and upgrade existing unit process performance measurement reports.

1. Refine or establish key performance indicators to match typical industry practices.
2. Refine the presentation of performance data in monthly and annual formats to match KPIs and annual operating plan information.

Standardize unit process Standard Operating Procedures for the NPWD and BNR processes.

1. Evaluate existing SOPs against typical industry practices.
2. Define SOPs that may be missing.
3. Provide template to standardize SOPs based on EPA guidance.
4. Assist staff is the development of pilot SOPs based on the Oxidation Ditch BNR process.

Phase 2 – Develop Pilot APEs

Develop Area Procedures and Expectations (APEs) for the NPWD and BNR processes.

1. APEs will be developed in PowerPoint.
2. The presentation will define the treatment objectives, process control responses, control points, sampling locations, data recording, crucial SOPs, critical preventative maintenance activities, and expected duties and expectations of maintenance and operator personnel working within the process. These serve as a training tool for new employees and refresher information for others.
3. These APEs will be the model for all other identified process areas.

Draft a Facility Operations and Maintenance Plan (Plan).

1. The Plan establishes how O&M staff operate and maintain each unit process at the facility.
2. The Plan describes sampling means and methods used to demonstrate permit compliance.

Draft an Annual Operating Plan (AOP).

1. The AOP identifies factors, such as projected wastewater flows and loads, as well as activities, such as construction or extraordinary maintenance, which will impact plant operations in the coming year.
2. Based on these factors, specific operating strategies are identified for treatment unit processes for the year.

3. The AOP projects upcoming maintenance or construction activities for advanced planning to support budget allocations.
4. The plan identifies facility or capacity deficiencies to help inform capital improvement upgrades.

PRELIMINARY PROJECT APPROACH

The project objectives are provided below.

ID	Description	Work Required
Phase 1		
1.1	Site Visit and Gap Analysis	• Review current conditions • Conduct interview(s) • Confirm findings • Provide findings in a report
1.2	Process data reporting evaluation	• Evaluate existing means and methods • Provide report with suggested improvements
1.4	Data tracking and reporting	• Evaluate existing • Provide report with suggested improvements
1.5	Standard Operating Procedures	• Evaluate existing • Provide template for to standardize current and/or develop future SOPs
Phase 2		
2.1	NPWD Area Procedures and Expectations	• Develop PowerPoint • Provide NPWD staff training
2.2	BNR Area Procedures and Expectations	• Develop PowerPoint • Provide NPWD staff training
2.3	Facility Operations and Maintenance Plan	• Develop initial plan
2.4	Annual Operations Plan	• Develop initial plan

$80,000.00 of the contractual upper limit is allocated to work to be executed under this Task Order, inclusive of labor and expenses, but exclusive of NMGRT. The work will be invoiced on a time and materials basis. Project management time for staffing and budget management and reporting for this task order will be included when work is active on this task order. A progress report will accompany monthly invoices, providing a summary of work conducted under Task Order 24-WW-01 for the subject invoicing period. The invoice will indicate the amount of the $80,000.00 upper limit for this task order that has been incurred versus the amount remaining.

Approved:

Michael Dozier Wastewater Division Manager City of Santa Fe	John Rehring Vice President Carollo Engineers, Inc.
Date	Date
	Becky Luna Senior Vice President Carollo Engineers, Inc.
	Date

REVISED a WORK ORDER PRICING

A.A.C. Construction, LLC

OWNER: CITY OF SANTA FE SEWER DIVISION **Project Contact :** Michael Dozier, Ph: 505-955-4642
Owner's Rep.: Michael Dozier

CONTRACTOR: A.A.C. Construction, LLC **Date: 3/19/2024**
PROJECT MANAGER: Andrew Sisneros, (505) 930-0481

DESCRIPTION:	**Customer Concern: There is an emergency at the plant and filters have to be maintained and pumps need to be brought into working condition. House keeping of the sludge will be required to be exported from the facility. AAC is being tasked to support the WWTP with the solutions to the problems at hand.**
LOCATION:	**73 Paseo Real, Santa Fe, NM 87507**

	Item Description	Hours	Labor Rate	Total Cost
LABOR:	Coordinator	1200	$85.00	$102,000.00
	Superintendent	960	$65.00	$62,400.00
	Foreman	960	$55.00	$52,800.00
	Heavy Equipment Operator III	960	$50.00	$48,000.00
	Delivery Driver	640	$50.00	$32,000.00
	Truck Driver	640	$50.00	$32,000.00
	Laborer III	960	$45.00	$43,200.00
	Laborer III	960	$45.00	$43,200.00
	Laborer IV	960	$48.00	$46,080.00
	Electrician	640	$275.00	$176,000.00
	Welder	321	$230.00	$73,830.00
	TOTAL LABOR			**$711,510.00**

	Material Description	Material Quote Reference	Total Cost
MATERIAL:	Sand Media	3160cf	$25,000.00
	Anthracite	3160cf	$52,920.00
	Freight for sand		$38,500.00
	Freight for Anthracite		$22,000.00
	Traveling Pads, clean out sludge drying beds 80 each		$24,000.00
	Fittings, Pipes and Parts (Mechanical Supply)	ABQ P & P	$39,450.40
	Misc. Welding Supplies if needed, cat walk,small crane	LA	$25,000.00
	Consumable and misc materials welder		$8,500.00
	Misc Electrical Parts		$18,500.00
	TOTAL MATERIAL		**$253,870.40**

	Equipment Type	Rate Type	Rate	Qnty	Total Cost
EQUIPMENT:	289 Mini Loader		85	640	$54,400.00
	Excavator		160	150	$24,000.00
	Vac Trucks		200000	1	$200,000.00
	Dump Truck 1		155	360	$55,800.00
	Dump Truck 2		155	360	$55,800.00
	1 Ton P.U. With Trailer		30	10	$300.00
	1 Ton Service Truck		15	80	$1,200.00
	1 Ton Pick Up		15	150	$2,250.00
	Small Tools/Pumps, Saws, Hand Tools		25	640	$16,000.00
	Rebuild up to 8 each Flyt pumps		62000	8	$496,000.00
	Freight for Pumps to Abq		1200	40	$48,000.00
	Transport Excavator		1800	2	$3,600.00
	Transport Mini Loader		850	8	$6,800.00
	Telehandler		5000	3	$15,000.00
	TOTAL EQUIPMENT				**$979,150.00**

SUBTOTAL:	$1,944,530.40
Contractor's Fee 16%	$311,124.86
SUBTOTAL:	$2,255,655.26
Tax @ 8.1875%	$184,681.77
Insurance & Bonds	$25,500.00
GRAND TOTAL:	**$2,465,837.04**

Address: A.A.C. Construction, LLC, 18 La Luna Rd, Santa Fe, NM 87507

Authorized Signature Date

N.M. License # 93237

Great Western Electrical INC.

3310 GIRARD N.E.
ALBUQ., N.M. 87107
(505) 881-6525
Fax (505) 881-6396

March 19, 2024

RE: Electrical Proposal
Santa Fe Waste Water SCATA Fiber Installation
Attention: Andrew Hardinge
Scope:

- Provide 18,000 feet of 1" innerduct.
- Provide 18,000 feet of TLC 24 fiber indoor, outdoor, and plenum rated.
- Provide and install 10 stainless NEMA4 boxes to end fiber runs in each building.
- Provide and install stainless NEMA4 boxes in manholes where fiber and innerduct splice.
- Pull innerduct and fiber per COSF WWTF proposed innerduct conduit system drawing.
- Provide and install a 2" EMT conduit from the SCATA room in the administration building to the underground manhole conduit system.
- Core holes into manholes to extend raceways to Las Campanas golf course pump house, dissolved air flotation control building, the holding tank by the lime bed, the maintenance office, and the primary clarifiers.

Labor	$70,363.35
Material retail	$63,101.26
Material 10% discount	$56,791.14
Equipment	$13,073.50
Permit	$800.00
Sub Total	$141,027.99
NMGRT @ 8.1875%	$11,546.67
Bond	$3,115.42
Total	**$155,690.08**

Exclusions

- Damaged to unmarked underground utilities.
- Testing and terminating the fiber.
- Overtime or after-hours work.
- Trench, conduit, fiber, and innerduct to secondary clarifiers and offices.

Regards,
Danny Burson
Project Manager

City of Santa Fe - Waste Water SCATA

MATERIAL	QUANTITY	RETAIL COST	UNIT	EXTENDED COST
STAINLESS JUNCTION BOXES	20	$699.87	E	$13,997.40
FIBER CABLE	18042	$105.54	C	$19,041.53
1" INTERDUCT	18000	$104.15	C	$18,747.00
1" INTERDUCT COUPLING	100	$0.61	E	$61.00
ASPHALT	17	$145.81	E	$2,478.77
2" RIGID	100	$1,797.92	C	$1,797.92
2" RIGID 90	12	$73.94	E	$887.28
2" RIGID COUPLING	12	$20.47	E	$245.64
2" RIGID NIPPLES	12	$11.10	E	$133.20
2" LOCKNUTS	20	$150.89	C	$30.18
2" PLASTIC BUSHINGS	30	$89.65	C	$26.90
2" EMT	300	$690.63	C	$2,071.89
2" EMT 90	8	$28.58	E	$228.16
2" EMT COUPLING	30	$643.06	C	$192.92
2" EMT CONNECTORS	8	$579.51	C	$46.36
2" MINERALLAC STRAPS	20	$182.47	C	$36.49
FULL STRUT	100	$953.53	C	$953.53
2" CONDUIT STRAPS	50	$349.53	C	$174.77
ALL THREAD	20	$370.11	C	$74.02
2" PVC	500	$363.38	C	$1,816.90
2" PVC COUPLINGS	20	$67.70	C	$13.54
2" PVC FEMALE ADAPTERS	20	$98.45	C	$19.69
TAPE	500	$52.37	M	$26.19
		$0.00		$0.00
Total Retail Cost				**$63,101.26**
10% DISCOUNT				**$6,310.13**
TOTAL				**$56,791.14**

N.M. License # 93237

3310 GIRARD N.E.
ALBUQ., N.M. 87107
(505) 881-6525
Fax (505) 881-6396

City of Santa Fe – Waste Water SCATA
#17 equipment rental or utilization breakdown

2018 caterpillar 259D	35@$29.10	$1,018.50
2018 caterpillar 301.7D	100@$66.80	$6,680.00
2006 caterpillar 416C	105@$48.10	$5,050.50
2017 Bomag BT 65 Tamper	55@$5.90	$324.50
Total		$13,073.50

Hazen and Sawyer
100 Sun Ave. NE, Suite 206
Albuquerque, NM 87109

March 18, 2024

John Dupuis
Public Utilities Director
City of Santa Fe Public Utilities Department
801 W. San Mateo Rd
Santa Fe, NM 87505

Re: Paseo Real Water Reclamation Facility (PRWRF)
Engineering, Operational Support, and Related Services in
Response to EPA Administrative Order CWA-06-2024-1745

Dear Mr. Dupuis:

We appreciated the opportunity to meet with the City of Santa Fe (City) on Wednesday, March 13, 2024 to discuss the referenced Administrative Order (AO) the City received from the U.S. Environmental Protection Agency (EPA) Region 6. As we discussed, the City would like to implement an overall plan that 1) responds to and resolves the AO, and 2) prepares the City for long-term, future success in operating and managing the Paseo Real Water Reclamation Facility (PRWRF) and similarly at a future facility being considered and visioned by the City as an eventual replacement for the PRWRF. The City's plan focuses on improving current data collection, regulatory compliance, operational, knowledge management / transfer, and management practices at the PRWRF, combined with selective capital improvements to existing PRWRF facilities. This comprehensive plan can be broken down into the following nine (9) steps:

1. Provide sampling and regulatory support to ensure compliance with existing permits.

2. Support the City's external communications with the New Mexico Environment Department (NMED).

3. Build a comprehensive base of knowledge management tools / decision trees to guide PRWRF staff in day-to-day operations and management of the facility.

4. Improve PRWRF laboratory practices, data management, workflows, and communications for all testing performed to ensure regulatory compliance and/or support treatment operations.

5. Provide an inventory of all PRWRF instrumentation, calibration practices, data flows, and uses of information currently collected and rectify gaps to improve process monitoring and control.

6. Develop a model for treatment operations using open-source software that integrates information available from lab test results and real-time supervisory control and data acquisition (SCADA) data.

7. Develop a "digital twin" model of PRWRF to simulate and help optimize treatment plant operations.

8. Develop tools for remote simulation and testing of proposed changes to plant operations.

9. Provide engineering support for short-term treatment plant improvement projects.

The following narrative further defines the specific activities and services Hazen and Sawyer ("Hazen") proposes to provide. This work will be performed under a new engineering services agreement between the City and Hazen to be issued in response to EPA Administrative Order CWA-06-2024-1745.

Scope of Work

1. Sampling and Regulatory Support

Hazen will coordinate one soil sampling event and four quarterly groundwater sampling events at the PRWRF, with the samples being analyzed for poly- and perfluoroalkyl substances (PFAS). Both the soil and groundwater samples will be analyzed using EPA Method 1633. The sampling and reporting will be conducted by a third party in the place of City staff, with minor support from City staff. We have assumed that a total of 10 soil samples will be collected during one soil sampling event (including duplicate samples), and that each sample will be collected from a depth of 2 to 3 feet below ground surface using a hand auger. Ten groundwater samples will be analyzed during each groundwater sampling event (7 PRWRF monitor wells and 3 quality assurance samples). The groundwater sampling for PFAS will begin before Hazen begins supporting the groundwater sampling that is required by the facility's discharge permits (discussed below).

Hazen will coordinate the quarterly groundwater sampling and analysis that is required under discharge permits DP-289 (Wastewater Reclamation Facility) and DP-135 (Sludge Disposal Facility) issued by the NMED Ground Water Quality Bureau (GWQB) for six (6) quarters, starting with the second quarter sampling event in 2024. Hazen will also coordinate the required reporting under these permits. The sampling and reporting will be conducted by a third party in the place of City staff, with minor support from City staff (e.g., for purge water disposal). The City will provide additional information (e.g., monthly totalized average daily and peak daily influent volumes, monthly volumes discharged to each reclaimed domestic wastewater recipient, discharge monitoring reports) for inclusion in the quarterly discharge permit reports prepared for NMED. This task will support the City in achieving compliance with the requirements of these permits.

2. Communications Support

Along with City leadership and staff, Hazen staff (Amy Ewing) will participate in weekly phone calls that will be scheduled with NMED to discuss the current and planned activities and progress made in support of responding to and resolving the AO.

3. **Build a comprehensive base of knowledge management tools / decision trees for PRWRF operations**

Daily activities by PRWRF operations, maintenance, and management staff will support routine and consistent compliance with permit limits established by the City's National Pollutant Discharge Elimination System (NPDES) Permit NM 0022292 once staff have a clear understanding of:

- The purpose of each unit process
- Key Performance Indicators (KPIs) for measuring its performance
- Its relationship to upstream and downstream unit processes
- Information needed to monitor the process, and
- Expectations for each level of staff on how to achieve performance goals set for the process

Hazen proposes to develop these understandings by developing a series of documents called Area Procedures and Expectations (APEs) for each of the seven (7) liquid stream unit processes and four (4) solids handling processes at PRWRF. Each APE, developed as a PowerPoint presentation, will provide a clear guide for each level of operations, maintenance, and management staff, and will provide specific guidance for how and when to adjust the process, by how much, and by whom. Hazen's production of APEs will leverage existing Operation and Maintenance (O&M) Manual and Standard Operating Procedure (SOP) documentation the City may already have in place for PRWRF.

APE production will also document gaps between available information routinely collected (e.g., lab tests and SCADA data) versus what is needed to achieve reliable performance, how such information is distributed, and what improvements to information management are needed so that key items are communicated to staff who need it the most and at a frequency that supports their needs. APE production will also identify information and records currently being collected that do not serve the purpose of optimizing a treatment process. Lastly, APEs will capture information provided during the development of Items 4 and 5 described below.

Once the APEs have been prepared, Hazen will provide on-site staff training for each. This will include administering knowledge assessment quizzes to confirm staff are absorbing the critical information needed to successfully operate and maintain each unit process.

The collection of APEs will form the foundation for PRWRF knowledge management / transfer to which existing staff can refer as they work to optimize facility operations and to train future staff. As "living documents", APEs can be periodically updated by the City to reflect new facilities and capital improvements implemented at PRWRF.

The next element of this PRWRF knowledge management program summarizes the information contained in the 11 APEs (7 for liquid processes / 4 for solids handling) and provides an overview for how each process is supposed to work. This document called **Unit Process Operating Strategies** provides a useful reference to all levels of PRWRF staff and will serve as a tool for newcomers so they can quickly become familiar with "the right way" to operate plant facilities.

The final element of the knowledge management program currently envisioned will be preparation of a PRWRF **Operational Plan**. This document will provide information on the staff hierarchy, command and

communications structure, state and federal regulatory permits, plant safety programs, interrelationships with other City work groups (e.g., purchasing and materials management), and key summaries about PRWRF unit processes extracted from the **Unit Process Operating Strategies** document. Whereas the latter focuses on the information needed to optimize plant treatment operations, the **Operational Plan** focuses on the PRWRF enterprise as a whole and the communications within each internal and external City work group needed to achieve the best performance possible from PRWRF.

4. Improve PRWRF laboratory practices, data management, workflows, and communications

Hazen will provide the City with external sampling and reporting support for samples that are collected by PRWRF staff and analyzed by the in-house laboratory to demonstrate compliance with applicable state and federal discharge permits and to support operational control of PRWRF unit processes. We will work with City staff to ensure that all lab process documentation is current and complete and will assist in clearly defining appropriate workflows for PRWRF staff involved in sample collection, testing, and reporting of results. This task will include performing a review of lab operations, external collection and testing of laboratory samples for a period of up to 4 weeks, and assistance with the transition back to in-house sampling and analysis after PRWRF staff roles and responsibilities have been clearly defined for future lab activity. Item 4 includes an initial workshop with Hazen and City staff to further define the City's specific goals and objectives for the work to be completed.

5. Provide an inventory of all PRWRF instrumentation

Hazen will develop an updated inventory of all instrumentation installed at PRWRF including calibration procedures and how this information is managed, stored, accessed, and communicated (e.g., paper logbooks, SCADA, Operator10™ software, or an alternate operational data storage platform/historian). This inventory will identify existing instruments that do not perform their intended function and/or could be re-deployed to provide the information needed by Operations staff. This inventory will also note opportunities to add instruments that will support real-time monitoring of treatment processes, as needed to accomplish Items 6 through 8 below. If practical, Hazen will use the City's current asset database format and structure to prepare this inventory of PRWRF instrumentation, which might then be used as an input to the City's asset management program.

6. Develop a model for treatment operations

Hazen will use the available information from lab data and SCADA data including any improvements to these sources realized through the outcomes of the work on Items 3 through 5 above, and will develop an operational model for PRWRF performance. This model will be developed using open-source software (e.g., SUMO™, BioWIN™, or similar product) and calibrated using the available data set. This model will be tested using the updated procedures for controlling and adjusting plant operations developed under our work for Item 3. This item includes an initial workshop with Hazen and City staff to further define the City's specific goals and objectives for the work to be completed.

7. **Develop a "digital twin" model of plant operations to simulate and help optimize treatment plant operations**

The modeling work for Item 6 will next be used to develop a more advanced model that will serve as a "digital twin" the City can use for a variety of purposes including:

- A testbed for proposed changes to existing modes of operation for a particular treatment process
- Observing responses to upset / unexpected conditions for influent wastewater
- Assessing the impact that mechanical breakdown of treatment plant equipment may have on plant performance

As described, the "digital twin" should allow the City to evaluate the plant's response to a suite of unexpected stressors and determine what facility improvements or changes to normal operating procedures will foster a more resilient operation. Item 7 includes an initial workshop with Hazen and City staff to further define the City's specific goals and objectives for the work to be completed.

8. **Develop tools for remote simulation and testing of proposed changes to plant**

The City has expressed interest in having Hazen partner with a nationally recognized firm to perform remote modeling, testing, and optimization of PRWRF operations, such as are provided by the company AM-Team or a similar entity. This item will build upon the work completed by Hazen for Items 3 through 7. The specific scope for Item 8 will be further refined once the outcomes for Items 3 through 7 have been established.

9. **Provide engineering support for short-term plant improvement projects at PRWRF**

The City has engaged the services of AAC Construction to perform select construction projects at PRWRF that are characterized as limited scope, remove-and-replace in-kind for specific treatment plant equipment / systems that are out of service or are no longer working. Examples of these limited scope projects include restoring two (2) former traveling bridge filter systems to working condition and installing a new mechanical bar screen the City previously procured. Hazen will provide the engineering support the Contractor may need to properly install and commission these equipment systems so that they perform as intended. There may be other projects of this type that the City decides to undertake, in addition to these two projects, for which Hazen can provide the engineering support the Contractor may need. We have included an allowance of $400,000 to cover the effort we anticipate may be needed for engineering support for short-term plant improvement projects.

Project Management

Hazen will perform ongoing project management activities including cost control and monitoring, invoicing, and general coordination with the City's project manager and staff for each of the 9 items of support described under **Scope** that the City authorizes. Each month, we will provide an overall progress report and invoice for authorized tasks similar to the reporting and invoicing process we currently employ for Engineering On-call Contract #23-0516.

Schedule

The work elements described under **Scope** are expected to be completed over the next 30 months, as needed and as directed by City staff. We are prepared to begin our work for the City immediately upon receipt of its written authorization to proceed.

Compensation

We are requesting an initial authorization of $2,718,000 including NMGRT to provide the services that are described under the Scope. Attachment 1 provides a budget breakdown for Items 1 through 7 and 9. As requested by the City, we have deferred estimating the effort for Item 8, pending completion of Items 1 through 7. All work will be performed on a time and materials basis using the labor rates attached to this letter. Please note these labor rates are the same rates used by Hazen for its work under Engineering On-Call Contract #23-0516 with the City of Santa Fe, and which get adjusted annually at the beginning of the City's fiscal year. Expenses may include reimbursable mileage, printing, mailing, supplies, and other similar costs incurred to perform the work. The Hazen Project Manager will provide status reports indicating percent complete by task with each monthly invoice.

Please call me at (505) 259-1679 or Charlie Leder at (505) 236-3889 if you have any questions or would like to discuss further Hazen's plan for providing services to help the City respond to EPA Administrative Order CWA-06-2024-1745.

Sincerely,

Greg Gates, PE
Vice President

Charles S. Leder, PE
Senior Associate

Accepted by City of Santa Fe Public Utilities Department

By: _____ Date: _____

Name: John Dupuis

Title: City of Santa Fe Public Utilities Director

Attachment 1

Proposed budgets for Engineering, Operational Support, and Related Services in Response to EPA Administrative Order CWA-06-2024-1745

Service Item	Proposed time and materials budget
1. Regulatory support	$ 250,000
2. Communications support	$ 25,000
3. Build a comprehensive base of knowledge management tools / roadmaps for PRWRF operations	$ 750,000
4. Improve PRWRF laboratory practices, data management, workflows, and communications	$ 350,000
5. Provide an inventory of all PRWRF instrumentation	$ 250,000
6. Develop a model for treatment operations	$ 300,000
7. Develop a "digital twin" model of plant operations to simulate and help optimize treatment plant operations	$ 200,000
8. Develop tools for remote simulation and testing of proposed changes to plant	TBD
9. Provide engineering support for short-term plant improvement projects at PRWRF	$ 400,000
Total estimated budget for all Items	$ 2,525,000
NMGRT Allowance[1]	$ 193,000
Total budget including applicable NMGRT	$ 2,718,000

1. Estimate calculated using the Albuquerque FY 2024 NMGRT rate of 7.625%. NMGRT will be assessed on labor and subconsultant work performed in New Mexico.

LABOR RATES FOR HAZEN AND SAWYER STAFF

	Rates over next 4 years			
	2023-2024	2024-2025	2025-2026	2026-2027
Vice President / Project Director	$348.91	$359.38	$370.16	$381.26
Senior Associate	$281.39	$289.83	$298.52	$307.48
Associate	$225.11	$231.86	$238.82	$245.98
Senior Principal Engineer	$191.33	$197.07	$202.98	$209.07
Principal Engineer	$168.83	$173.89	$179.11	$184.48
Engineer	$157.58	$162.31	$167.18	$172.20
Assistant Engineer	$135.06	$139.11	$143.28	$147.58
Technician	$112.55	$115.93	$119.41	$122.99
Effective date for rates	7/1/2023	7/1/2024	7/1/2025	7/1/2026

1. Work performed by subconsultants will be billed at cost plus a 10% mark-up

AQUASIGHT
INTELLIGENT WATER SOLUTIONS

March 19, 2024

John Dupuis
Director, Public Utilities Department
City of Santa Fe
200 Lincoln Avenue
Santa Fe, New Mexico 87501

Subject: Proposal for Aquasight APOLLO™ Intelligent Treatment Plant Solution

Dear Mr. Dupuis,

Aquasight is pleased to submit our proposal for implementation the APOLLO™ Intelligent Treatment Plant Solution for the City of Santa Fe Public Works Department.

With the primary goal of supporting your operations team and their successful work to meet all regulatory requirements at the Paseo Real Water Reclamation Facility, the APOLLO™ solution also will support many other benefits such as improved data visibility and mining for laboratory insights, identification of gaps in plant instrumentation, integration of Digital Twin capabilities for better process control, process optimization, and deeper knowledge capture for workforce training and support.

Our implementation program is collaborative, and we will work with your team to ensure project goals are achieved, and the City is provided with a strong foundational program for intelligent water and wastewater solutions.

If you have any questions, feel free to let us know. We look forward to working with the team.

Jonathan Hasson, PE

Vice President, Smart Water Solutions

Cc: Mahesh Lunani, CEO Aquasight

AQUASIGHT
INTELLIGENT WATER SOLUTIONS

SANTA FE PUBLIC UTILITIES

PASEO REAL WATER RECLAMATION FACILITY PROCESS OPTIMIZATION PROJECT PROPOSAL

March 19, 2024

BACKGROUND

The City of Santa Fe, NM provides wastewater collection, treatment, and disposal services for nearly 90,000 residents and businesses. The City owns and operates the 9 MGD annual average daily flow (AADF) (rated for 13 MGD) Paseo Real Water Reclamation Facility which is a conventional activated sludge plant that includes screening and sedimentation for primary treatment, oxidation ditch basins, aeration, and clarification for secondary treatment plus nitrogen reduction, and disk and sand filters, chlorination, and dechlorination for tertiary treatment before discharging into the Santa Fe River (**Figure 1**). The City recently received an Administrative Order for permit exceedances in both E. Coli and Nitrogen. As a measure to ensure improved plant effluent performance, optimize data usage and process performance, the City desires a rapidly deployable, data-driven solution for increase opportunities for successful permit compliance.

The PRWRF has adequate data for some process control, but also could benefit from additional sensors and instrumentation to make it a more data rich facility. Data is generated and stored in a variety of different systems, and many of those systems do not share/communicate data well for daily operational benefits. There is an abundance of untapped potential to integrate and mine this data using science or ML/AI-based algorithms to help with process optimization, capture energy and chemical savings, store process knowledge, create maintenance insights, and assist with troubleshooting. This will require a tool that can provide streaming analytics, smart advisors, Aquasight COPILOT™, and actionable assistance to the staff to create a data driven O&M culture.

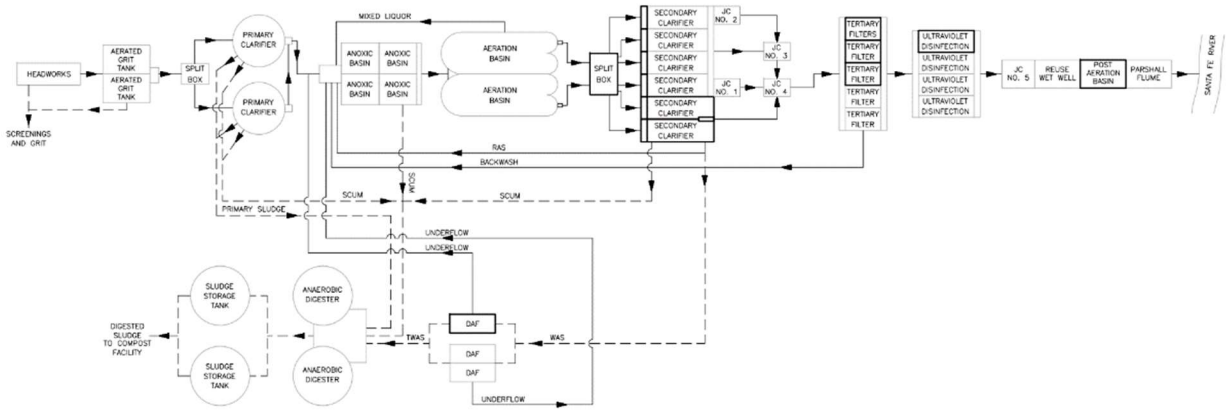

Figure 1: PRWRF Process Flow Diagram

PROJECT GOALS & EXPECTED BENEFITS

The City of Santa Fe Public Works is implementing a strategic initiative to further improve treatment plant effluent performance and reduce operating and maintenance costs by leveraging Aquasight's APOLLO™. The overall goal of this project is to implement a modular real-time advanced analytics and Copilot™ system for liquid unit processes that will support operator success for meeting permit discharge limits and support operational efficiencies for liquid processes that consume the greatest amount of power and chemicals. APOLLO™ will support the City's goals of continuous and measured progress towards the PRWRF optimization goals over time.

Benefits anticipated by implementation of the Aquasight APOLLO™ solution include:

- Deeper integration and sharing of Laboratory sampling data and insights supporting more informed operations.
- Identification of gaps in instrumentation throughout plant processes leading to a more data rich environment for improved process control, optimization, and decision making.
- Implementation of operator focused digital twin functionality allowing for improved real-time streaming insights into potential operational changes and their impacts on process performance KPIs.
- Capture of operational and institutional knowledge by providing a historical record of plant data and operational KPIs for improved new operator training and information recall.

In pursuit of this vision, Aquasight's APOLLO™ software is proposed to assist the City of Santa Fe by:

- Providing a one-stop integrated intelligence dashboarding and analysis solution.
- Integrating a copilot system with built in smart advisors.
- Driving energy and chemical savings and enabling fine tuning of control setpoints.
- Improving daily plant workflow and empowering a data driven decision culture.

- Storing operator knowledge to de-risk operator churn and retirements.
- Providing management visibility through remote off-site access.
- Highlighting compliance risks while providing quick access to process data.
- Enabling predictive maintenance of aeration and disinfection equipment.
- Providing robust tools for workforce training on plant performance at various flows and loads.
- Providing quick access of data for planning and engineering teams.
- Including monitoring and notifications on complex parameters.

Examples of the main dashboard for the aeration and secondary clarifier modules in action are provided in **Figure 2** and **Figure 3**, respectively.



Figure 2: Example of APOLLO's™ Activated Sludge (Aeration) Module

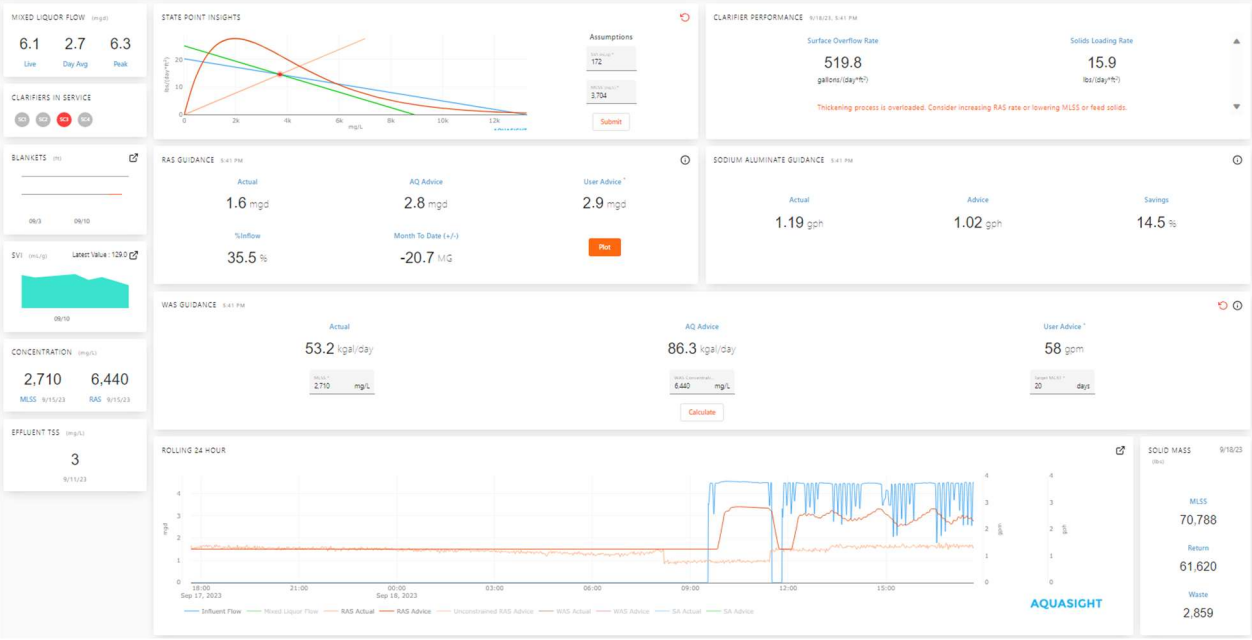

Figure 3: Example of APOLLO's™ Secondary Clarifier Module

SCOPE OF WORK

Generally, the scope of this project includes onboarding the PRWRF to Aquasight's APOLLO™ software equipped with seven (7) modules. The SCOPE OF WORK may change in the future depending on the needs of the plant. The final SOW will be determined in collaboration with the Utility team.

Table 1: Proposed APOLLO modules for PRWRF

Module	Description
Plant Dashboard	Default APOLLO™ module – Customizable dashboard that allows users to centralize analytics from various APOLLO™ modules to a single screen.
Weather	Default APOLLO™ module – Live weather radar with various meteorological layers.
Secondary Treatment – Activated Sludge	Focused on the aeration process, this module includes monitoring, analytics, and copilot dashboard and a detailed decode feature for analyzing aerator and process performance.
Secondary Treatment – Secondary Clarifiers	Focused on the secondary clarification process and RAS/WAS pumping, this module includes monitoring, analytics, and copilot

Module	Description
	dashboard and a detailed decode feature for analyzing process performance.
Disinfection	Focused on the UV disinfection with supplemental chlorination and dechlorination process, this module includes monitoring, analytics, and copilot dashboard and a detailed decode feature for analyzing permit compliance and process performance.
Lab Insights	Default APOLLO™ module – Provides users with a robust plotting tool for lab, live, and analytical data.
SAMI	Default APOLLO™ module – Digital alert system with customizable alert thresholds for parameters of the most critical interest.

Additionally, Aquasight will review data sources, data completeness, and instrumentation coverage for the PRWRF. We will make recommendations for additional instrumentation as may be necessary to optimize the data rich environment necessary for an optimized process solution.

The project goals described above will be completed through the following tasks:

Task 0 – Project Management
Task 1 – Data Polling
Task 2 – Site Visit and Plant Review Including Instrumentation Review and Recommendations
Task 3 – Aeration Onboarding
Task 4 – Secondary Clarifier & RAS/WAS Pumping Onboarding
Task 5 – UV Disinfection/Chlorination/Dechlorination Onboarding
Task 6 – Default Module Configuration
Task 7 – Training and Adoption

Appendix B: Project Milestones, Timeline, and Deliverables

The Aquasight scope of work for this project will have four key milestones and associated deliverables and will be implemented with approximately the following timelines (**Table 2)**. The timeline is subject to change by mutual agreement between Aquasight and the City of Santa Fe.

Table 2: Project Delivery Calendar

Milestones	WEEKS from Notice to Proceed	Aquasight Deliverables
1. Design Review, Instrumentation Review, Data Polling, Connections, Lab & Live Insights	~ 12 weeks	• APOLLO™ Release 1 – Lab Insights • Milestone 1 Report
2. Secondary Process & Aeration Modules	~ 16 weeks	• APOLLO™ Release 2 – Secondary & Aeration Modules • Milestone 2 Report
3. Disinfection Module & SAMI Alerts	~ 22 weeks	• APOLLO™ Release 3 – Disinfection Module & SAMI Alerts • Milestone 3 Report
4. Plant Dashboard, Training & Adoption	~ 26 weeks	• APOLLO™ Release 4 – Plant Dashboard, Training, & Adoption • APOLLO™ User Manual • Virtual Training Sessions

Appendix C: Required Participation from Santa Fe Public Works

DATA REQUIREMENTS

The following information is required from Santa Fe Public Works for successful project completion:

- Public Works SCADA Data Historian access,
- Public Works LIMS database access,
- Any applicable sensor/instrumentation API details,
- Where applicable, process data spreadsheets and mechanism to routinely upload,
- Process SOP's,
- Process design data,
- Equipment manufacturer information (specs, O&M manuals, etc.)
- Plant drawings of relevant processes,
- Energy bills,
- Control strategy documentation for automated control systems, and
- Plant budget and cost sheets

Where information is not available, assumptions will be made and discussed with Santa Fe Public Works team before implementing it in the APOLLO™ System.

O&M, SCADA, LAB, AND DESIGN CLARIFICATION MEETINGS

During deployment, in addition to or as a part of any project management meetings, Aquasight may request meetings with key Public Works staff. Such meetings are important to clarify operations, understand assumptions, and agree on key configurations in APOLLO™ systems.

Appendix D: Project Fee

Aquasight proposes the following Not-To-Exceed project fee for the APOLLO™ solution implementation for the City of Santa Fe Public Works Paseo Real Water Reclamation Facility:

APOLLO™ Onboarding Fee: **Not to Exceed $200,000**
APOLLO™ Annual Fee: **$50,000 per year, minimum three-year contract**

The project billing schedule will be included in the final contract documents, and shall have the basic invoice timing noted below:

- The Onboarding Fee shall be billed in monthly payments during the Onboarding period (estimated over 6 months) with the first Onboarding payment due at contract signing.
- The Annual Fee shall be billed at the beginning of each calendar year, with the first year Annual Fee billed at contract signing.

The following activities are covered in the annual fee:

- **APOLLO™ technology usage:** APOLLO™ technology that has been developed by Aquasight is the core foundation of this project. The technology will be the backbone for releases, metrics, advisors, KPIs and is accessible anywhere, on any device and at any time.
- **APOLLO™ system operations:** APOLLO™ system operations include lab and live database management, analytical scripts management, API management and user preferences, credential, and security management.
- **Infrastructure management:** APOLLO™ runs on several virtual machines and servers. These servers require upkeep and maintenance include software library updates, monitoring of infrastructure metrics and hardware management.
- **Advisor upkeep and maintenance:** Advisors require quality data inputs; unforeseen bad data quality events do occur in practical environment and advisors must be evolved to ensure it discards bad data or debugged to ensure optimal performance of smart advisors.
- **Ticket management and Help desk:** Access Aquasight help desk will operate 8:00 am to 5:00 pm EST during weekdays for any issues such as user access, applications and/or routine troubleshooting. Any high priority issue Aquasight will address in 1-to-4-hour time frame depending on type and nature of this issue during business hours and during weekend and holidays within 24-to-48-hour time frame.
- **SAMI:** Alert's system that manages e-mails, notifications, alert statistics, thresholds management and user settings.
- **Bug fixes:** If we detect any issues or bugs in optimal running of software or technology, Aquasight will fix free of cost and repair those bugs.
- **Data polling maintenance:** Polling software is installed in virtual machine within Santa Fe Public Works. When tag names are changed and database connections are reconfigured, this require polling software to be updated. Public Works should inform or discuss with Aquasight

before making changes on setting and access credentials which may disrupt the flow of data streaming to APOLLO™.

- **Free feature upgrade as part of APOLLO™ product roadmap:** Aquasight continuously evolves its technology and features for driving more value to customers. Such features will be available for free at no additional cost if they are part of the standard product roadmap.

Rain For Rent
2495 Lakeside Dr
Las Cruces, NM, 88007
575-524-0879
rainforrent.com
kconnell@rainforrent.com

BUCKMAN DIRECT DIVERSION
Account: 134939
341 CAJA DEL RIO RD Dba City Of Santa Fe
Santa Fe, NM, 87506
Michael Dozier
505-577-1132
Mldozier@santafenm.gov

Dear Michael Dozier,

Thank you for your inquiry. As requested, please find attached our proposal 1101-IND-2113715 for City of Santa Fe WWTP. We value this opportunity to provide a solution for your liquid handling need and we are committed to partnering with you to ensure your project's safe execution and completion.

To convert this proposal into a confirmed order WITHOUT ANY CHANGES, please click the "Start Signing" button to begin the electronic signature process.

If you would like to CHANGE anything in this proposal or discuss anything further, please call Kimbro Connell at 575-524-0879.

Thank you, and I look forward to working with you.

Regards,

Kimbro Connell
kconnell@rainforrent.com
Mobile: 505-436-0920
Branch: 575-524-0879
2495 Lakeside Dr
Las Cruces, NM, 88007

Project Name	City of Santa Fe WWTP	Jobsite	City of Santa Fe WWTP
Date Prepared	3/22/2024	Est. Delivery Date	4/1/2024
Prevailing Wage	No	Est. Completion Date	4/1/2025

Project Location

73 Paseo Real
Santa Fe, NM, 87507

Project Description and Overview

PROJECT DESCRIPTION

Quoted as 28day cycle rental

Does not include applicable sales tax or services

PROJECT OVERVIEW

Provide pump and filtration equipment for max flows of 5mgd at final clarification.

STATEMENT OF WORK

RFR Responsibilities & Scope of Work

Rain for Rent (RFR) will provide the following: Provide pump and filtration equipment for max flows of 5mgd at final clarification. (2) 60-4SK, (1) 48-4SK, DV200E pump, HDPE pipe and misc fittings.
Delivery, installation, removal, pickup of all quoted materials/equipment

Due to the multitude of economic factors, materials, labor, hauling and freight are currently in a period of above average volatility. If, during the performance of work, the price of materials, labor, hauling or freight increases by 5% or greater through no fault of Rain for Rent, the contract price shall be equitably adjusted by an amount reasonably necessary to cover any such price increases. Equipment subject to availability at time of project.

Reference Materials

Project is quoted based on applicable/customer provided reference materials noted below:
Job Walk(s) 3-13-2023

Operating Parameters

System includes: Sand Media
System is designed to operate at a flow rate of 5mgd peak @ 80tdh
The water source location will be clarifor and discharging at location after clarifor. .

Customer Responsibilities

It is the customer's responsibility to inform RFR about prevailing wage at time of proposal. If RFR is informed after the quote is issued that certified payroll is required, quote will be subject to additional charges.

Jobsite:
Customer is responsible for:
1. Informing RFR of any jobsite or general requirement(s) to perform work on location.
2. Securing permits, fees, bonding, right of ways, vehicular/pedestrian traffic control, and security.
3. Providing safe, secure access and egress to an adequate staging area throughout the job which could include brush clearing, grading, and removal or replacement of any landscape or hardscape in the temporary right of way for the equipment.
4. Any damage to the environment including trees, vegetation, stream banks, or any other part of the site caused by the installation, removal, construction, pulling or dragging of equipment, or operation of the equipment that would require site restoration or environmental countermeasures.

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5. Any excavation, saw cutting, trench plating for the purpose of road crossings, backfilling, restoration, modification, or alteration of any permanent structure or site element including changes to pump pad preparation, suction, or discharge chambers during duration of job (including installation and removal).

System:

1. Customer will provide dedicated equipment with operator and fuel to perform all needed unloading, testing, operations, maintenance, relocating, cleaning, and reloading of provided equipment/system. Equipment must be capable of lifting 9000 Lbs.
2. If installation provided by RFR and Customer is operating system, this Transfer of Operation form will need to be reviewed and signed by both parties upon completion of setup. (sample form only): **https://rainforrentcorp.box.com/v/systemtransferoperation**
3. Customer will provide fueling.
4. Customer will provide preventative maintenance as recommended by manufacturer or per the Rental Agreement. **https://rainforrentcorp.box.com/v/pumpmaintenance**
5. Customer will supply all needed water for the commissioning, startup, and system testing. Project specific criteria for hydrotesting can be provided at an additional charge.
6. By accepting this quotation, the customer has acknowledged that the equipment proposed herein is suitable for its intended application and accepts all liabilities associated with its use. Customer is responsible for compliance with appropriate liquid/material quality standards, regulations, and testing protocols to meet all federal, state, local and job location specific requirements. Customer is responsible for all waste materials associated with this equipment/system.
7. RFR recommends a small-scale trial run of this product application to ensure system effectiveness. RFR does not warranty the water quality or degree of filtration. At customer request, RFR can perform a Total Suspended Solids (TSS) bench test to better select the appropriate media for optimized filtration effectiveness. Customer will be responsible for the cost of all media.
8. The customer will be designated as the generator for all liquid/solids processed with the use of RFR equipment. All used filtration media, such as carbon, sand, cartridges, bags, coalescing packs, etc. becomes the property of customer and is the responsibility of customer for proper disposal.
9. To activate carbon, customer will need to pre-soak for 24 hours.
10. RFR has not included the cost of the removal and regeneration for non-hazardous carbon. Customer is responsible for TCLP sample for TCLP VOC's, TCLP SVOC's, TCLP RCRA 8, pH. **https://rainforrentcorp.box.com/v/carbongenerator** If the carbon is deemed hazardous and cannot be regenerated, customer is responsible for additional disposal costs and/or final disposal. No media or materials will leave the site unless the TCLP RCRA 8 has been received and deemed non-hazardous unless otherwise noted.
11. RFR equipment/vessels will be taken off rent when the required testing has been submitted and accepted by RFR/Source Carbon Supplier for recycling and or disposal. Vessels cannot be removed until we receive and accept the testing that indicates the carbon is deemed NON-HAZARDOUS. At that time, the equipment will be taken off rent and be scheduled for pick-up from the site. Should the carbon be deemed HAZARDOUS the customer will be responsible to pay a third party for the chain of custody, transportation, and disposal of this material.
12. Additional cleaning and/or inspections may be required if tested material is deemed anything besides non-hazardous.

Customer is responsible for:

1. Any work in confined spaces.
2. Protecting system from damage including any freeze protection necessary to safeguard equipment from damage. Should equipment become frozen and damaged, customer is responsible for repair of equipment. RFR can provide necessary freeze protection at an additional charge per executed change order. Equipment stays on rent until it can be returned.
3. Using equipment in a safe and proper manner in accordance with manufacturers' recommendations, regulatory standards, and industry best practices. Improper usage may cause equipment/system failure, damage, possible incidents, injuries, and spills.

Upon Pickup:

Contact the RFR office at 575-524-0879 to schedule pickup when equipment/system is cleaned and ready to be released.
Flushing and cleaning of equipment must be performed to RFR's standards prior to being called off rent. RFR personnel will perform a visual inspection. It is recommended to have a customer representative on-site during inspection. Equipment found not to be in "delivered condition" will not be picked up. e picked up.

Project Scheduling & Billing

This quote is valid for 30 days. For the quoted items, RFR requires a signed quote not less than 14 days prior to delivery.

Estimated schedule durations:
Mobilization: 2 days
Installation: 3 days
Operation: TBD
Removal: 2 days
Demobilization: 1 day
System Rental Duration: 1 year or more

Customer acknowledges that availability of equipment/system and/or media will be confirmed at time of order. Additional freight charges may

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apply subject to mutually agreed upon change order.

Billing

1. This is an estimate only. Actual Time and Material used for this job will be billed to the customer.
Any re-rented equipment may be billed according to the third party's billing period. All billing subject to our standard terms and conditions in the rental agreement.
A minimum 2 hour charge will be assessed in the event the crew is at site and weather forces cancellation of work for remainder of day.

Rain for Rent's standard hours of operation are 7:30am – 4:00pm Monday – Friday. Time outside of normal business hours will be billed at 1.5x the base rate for Transportation and Service

Safety

Each employee is expected to adhere to the RFR Environmental, Health and Safety programs, which will protect the environment, the health and safety of the customer, employees, and others. RFR asks for your full cooperation to succeed in this expected outcome.

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PROJECT COSTS	
Estimated Rental Total	$21,159.93
Estimated Environmental Recovery Fees	$687.70
Total Estimated Recurring Charges	$21,847.63
PROJECT COSTS	
Estimated Sale Total	$9,479.40
SERVICES	
Estimated Delivery	$14,818.04
Estimated Installation	$13,883.00
Estimated Removal	$8,018.00
Estimated Pickup	$2,618.04
GRAND TOTAL	$70,664.11

-Estimated costs do not include taxes

-Recurring rental project costs will be on a cycle/week/day basis+ tax

Engine driven equipment will be delivered with at least 50% fuel. A Fuel Convenience Charge will be implemented on a per gallon basis up to the delivered fuel level. Customer acknowledges that the Fuel Convenience Charge is not a retail sale of fuel. Customer may avoid the Fuel Convenience Charge if the Customer returns the Equipment at delivered level. The fuel convenience fee will be charged per gallon. No refunds will be given for a higher level of fuel upon return.

Customer Name _____ Customer Signature _____ Date _____

Proposal Acknowledgement

By signing this proposal, customer represents that he/she has read and agreed to both the Statement of Work and Quote Agreement sections, and is also agreeing to the grand total amount listed above, plus any recommended optional items if accepted and initialed. If customer requires a Purchase Order number to process and submit payment, it must be supplied to Rain for Rent at the time of acceptance of this proposal.

PO Number: _____

Rental Protection Plan

I have received and reviewed the Rental Protection Plan Agreement incorporated as the last page of this estimate. By initialing this paragraph, I understand that I am agreeing to enter into and be bound by the terms of the Rental Protection Plan Program Agreement and that I am authorized to enter into this Agreement on behalf of Customer. FOR ALL RENTALS OF EQUIPMENT, EXCEPT THOSE SPECIFICALLY EXCLUDED, YOU MAY EITHER SHOW PROOF OF PROPERTY INSURANCE IN ACCORDANCE WITH INSURANCE REQUIREMENTS AND RENTAL AGREEMENT OR PURCHASE THE RENTAL PROTECTION. THE PURCHASE OF THE RENTAL PROTECTION PLAN FOR RENTALS OF EQUIPMENT IS NOT MANDATORY AND MAY BE DECLINED IF YOU HAVE PROOF OF ALL RISK PROPERTY INSURANCE AS REQUIRED BY CONTRACT.

RPP	$3,174.00	**Accept** ○	**Decline** ○

INITIAL	

Created Date: 3/20/2024

Proposal Number 1101-IND-2113715 Confidentiality Notice: This proposal and any associated document(s) are privileged and confidential and are intended for the sole use of the addressee(s). They cannot be used, circulated, duplicated, quoted, or otherwise referred to or disclosed to third parties for any reason without the written consent of an Officer of Western Oilfields Supply Company dba/Rain for Rent. If you have received this information in error, please immediately contact us at info@rainforrent.com.

Quote Agreement

If Customer has entered into a Master Service Agreement with Rain for Rent and there is a conflict between these terms and conditions of this Quotation Agreement and the Customer's Master Service Agreement, then the terms and conditions in the Customer's Master Service Agreement signed by Rain for Rent will prevail. Availability of products and services is subject to change without notice. Payment terms are net 30 days from invoice date. Interest at the rate of 18% per year shall be charged on any past due invoice. A Fuel Surcharge will be calculated and invoiced based on the diesel fuel price as published by the Department of Energy on https://www.eia.gov/petroleum/gasdiesel An Environmental Recovery Fee shall apply to all rental charges invoiced for the duration of the rental pursuant to this quote/Estimate to help offset direct and indirect costs associated with regulatory compliance, obtaining permits, and obtaining licenses. California Air Quality Fee will be added to the cost of diesel pumps used in California only. This is a State mandated fee. Customer is prohibited from deducting retention from Rain for Rent invoices and charging Rain for Rent liquidated damages. Customer is responsible for flushing and cleaning tanks, roll off boxes, pipelines, pumps, filters and other Rain for Rent equipment prior to return unless specifically agreed to by both parties in writing. The Terms and Conditions of the Rain For Rent Rental and Hazardous Material and/or Non-Hazardous Waste Agreement, Credit Application/Master Rental & Sales Agreement, Invoice and this Quotation (also known as the Rain for Rent Rental/Sale Estimate as may be referenced in any Master Service Agreement, Blanket Purchase Order, or any other contractual document executed between the parties) contain the complete and final agreement between Rain for Rent and Customer and no other agreement in any way modifying or adding to any of said Terms and Conditions will be binding upon Rain for Rent unless made in writing and signed by a Rain for Rent Corporate Officer or Rain for Rent authorized representative. The Customer cannot alter the equipment without Rain for Rent's prior written approval. Customer is responsible for equipment, repairs, maintenance and damage, excluding normal wear and tear or damage caused by Rain for Rent. Rain for Rent will service all engine driven equipment at 400 hours of runtime or as required by manufacturer specifications, if less than 400 hours. Labor will be billed on a time and materials basis, portal to portal from nearest Rain for Rent location. Prorated billing will occur if rental is returned prior to 400 hours. All returned equipment is subject to inspection by Rain for Rent personnel. Damages and accrued rent will be invoiced to Customer while equipment is out of service for repairs. The Customer is responsible for damage caused by reactive, corrosive or abrasive material; including, but not limited to sand, sodium hydroxide, chlorine, and acids. Customer must notify Rain for Rent immediately of any spill so that any necessary repairs to the system can be made and to minimize service interruption. The Customer assumes all risks of loss due to operation and use of the equipment. Customer will provide "all risk" property insurance for rented equipment. Customer shall pay Rain for Rent additional expenses caused by unforeseen or changing conditions, including, but not limited to, soil, underground conditions, rock formations, environmental conditions, weather events, regulations or restrictions, hard pan, boulders, cesspools, gas lines, waterlines, drain pipes, underground electrical conduits or other above ground or underground obstructions. All equipment rented or used products sold are provided "AS IS, WHERE IS" in their present condition. Rain for Rent makes no warranties, expressed or implied of any kind whatsoever with respect to the equipment or products. Sold equipment is not to be rented. Customer agrees that customer is renting equipment or purchasing used products based on their judgment and evaluation, without reliance upon any statements of representations by Rain for Rent, and that Rain for Rent is not responsible for any defects in their operation or for any repairs, parts or services, unless otherwise noted. All new products sold are provided without warranty beyond the terms of such warranty offered by the manufacturer, if any. Customer must comply with all original manufacturer's terms and conditions for any warranty claims that may arise. Neither Rain for Rent nor the manufacturer warranties the product if it has failed due to corrosion, misuse or damage; (2) it has been altered, repaired or modified in any way that would adversely affect its operation; or (3) it was installed or operated other than in accordance with manufacturer's operating instructions. Products supplied by Rain for Rent are warranted to be free from any defect in workmanship and material under conditions of normal use and service. Rain for Rent's obligation under this warranty is limited to replacing or repairing at the designated manufacturer's or Rain for Rent facility any part or parts returned to it with transportation charges prepaid, which Rain for Rent determines in its sole discretion to be defective. This Quotation excludes any additional costs to Rain for Rent associated with Owner Controlled Insurance (OCIP) or WRAP insurance programs that will be added to Rain for Rent's prices. De-watering, Roll-off, Vacuum boxes and similar equipment are not liquid tight. Rentee accepts full responsibility for all losses, damages and costs caused by or arising out of spills, leakage or discharge from this equipment. Rain for Rent will not be held liable for any structural or soils subsidence. This Quotation is valid for 30 days and is subject to credit approval. Rain for Rent will take every effort to protect our customers and employees. Due to the current pandemic, all quoted equipment and services are subject to delay, change, or unilateral cancelation by Rain for Rent. Please be assured every effort will be made to execute the quote as written. The customer is responsible to inform Rain for Rent of any jobsite hazards, precautions, or entry requirements relating to the Corona Virus prior to Rain for Rent personnel going onsite to perform work or deliver equipment. This includes informing Rain for Rent if anyone at the jobsite has tested positive and provide a list of actions taken to protect Rain for Rent personnel.

Rental Protection Plan Program Agreement

If you elect to maintain All Risk Property Insurance coverage, and the certificate of insurance You provide to Rain for Rent to evidence Your insurance coverage expires or is cancelled for any reason, You agree Rain for Rent may charge RPP for Your rentals until such time as You provide an acceptable and valid certificate of insurance to Rain for Rent. This Rental Protection Plan Program Agreement (this "RPP Agreement") is entered into between the undersigned Rentor and Rentee in relation to the Master Rental and Sales Agreement (MRSA) between Rentor and Rentee. If Rentee has checked or initialed, as applicable, the Rental Protection Plan Program (the "RPP Program") box on the quote, then Rentee has opted-in to the RPP Program and this RPPP Agreement shall supplement the MSRA whether or not executed by Rentee. Rentee understands and agrees that the RPP Program is not insurance and that the RPP Program provides only limited coverage, as described below.1.Cost; Deductible; Maximum Coverage; Rentee shall pay a fee equal to 15 percent (15%) of the rental charge for each covered item, which fee shall be listed on each invoice during which period Rentee has opted to participate in the RPP Program. In the event of a Covered Occurrence, as defined below, Rentee shall further be responsible for the lesser of $500 or 10 percent (10%) of the total loss, as a deductible. The maximum coverage available under the RPP Program is $150,000 per Covered Occurrence, whether or not there is more than one piece of equipment involved in the occurrence.2.Coverage; The RPP Program provides coverage only for losses involving Covered Equipment, as defined below, in the following instances: fire that was not caused by Rentee's gross negligence or willful misconduct; theft for which a police report was filed, and that occurred despite Rentee's reasonable precautions to protect and secure the covered equipment; and vandalism for which a police report was filed (individually, "Covered Occurrence," and collectively, "Covered Occurrence"). The RPP Program provides coverage only for the following types of equipment: pumps, electric submersible pumps, tanks, generators, light towers, filtration, boxes, heaters, spillguards, safety products, sprinklers, hoses, pipe, valves and fittings ("Covered Equipment"). Coverage does not extend to any equipment not owned by Rentor such as re-rented equipment.3.Exclusions; The RPP program does not cover any equipment or event of loss that is not specifically described in Section 2.Without limiting the foregoing, the RPP Program does not provide coverage for the following: misuse of equipment; willful abuse of equipment; failure to maintain equipment; failure to secure items from theft (including but not limited to failing to store items in a fenced, locked area or failing to maintain personnel on site); damage or theft while in transit to or from a jobsite; corrosion from any source; any damage caused by named storm events; any instance that occurs while the account is not in good standing, such as a default as defined in the MRSA or upon written notice of non-payment; and any occurrence not reported to Rentor within 24 hours after the occurrence. The RPP program does not provide coverage for: electronic equipment (controls, instrumentation, and wiring), flow meters, water meters, wheel wash systems & accessories, Freezesentry items, or tires.4.Claims; All claims must be submitted within 24 hours of the Covered Occurrence. Rentor's mechanic will inspect the equipment following any claim. The mechanic's findings as to the cause of the damage and cost of repair will be final. In the event of a theft or vandalism, Rentee must also provide supporting evidence that the site was secured at the time of loss.

Proposal Number 1101-IND-2113715 Confidentiality Notice: This proposal and any associated document(s) are privileged and confidential and are intended for the sole use of the addressee(s). They cannot be used, circulated, duplicated, quoted, or otherwise referred to or disclosed to third parties for any reason without the written consent of an Officer of Western Oilfields Supply Company dba/Rain for Rent. If you have received this information in error, please immediately contact us at info@rainforrent.com.

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Emergency Determination Form WW AO Support

Final Audit Report 2024-04-04

Created:	2024-04-03
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAf0L7Wg8VU-YEpL4sCq3jWDcINOsdtZl3

"Emergency Determination Form WW AO Support" History

Document created by Kristy Miera (kamiera@santafenm.gov)
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2024-04-04 - 0:02:24 AM GMT

Signer jwblair@santafenm.gov entered name at signing as John Blair
2024-04-04 - 0:09:49 AM GMT

Document e-signed by John Blair (jwblair@santafenm.gov)
Signature Date: 2024-04-04 - 0:09:51 AM GMT - Time Source: server

Document e-signed by John Dupuis (jedupuis@santafenm.gov)
E-signature obtained using URL retrieved through the Adobe Acrobat Sign API
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Email viewed by EMILY OSTER (ekoster@santafenm.gov)
2024-04-04 - 4:46:21 PM GMT

Document e-signed by EMILY OSTER (ekoster@santafenm.gov)
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Agreement completed.
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City of Santa Fe
Emergency Determination Form

The Department that makes an emergency procurement to plan or prepare for the response to a serious threat to public health, welfare, safety or property caused by a flood, fire, epidemic, riot, act of terrorism, equipment failure or similar event shall account for the money spent in making the procurement and report on that accounting to the City's Finance Department Director within ninety days after the end of the contract or fiscal year in which the procurement was made, whichever comes first.

I. Department: Public Utilities, **City of Santa Fe**

Department Director: John Dupuis

Department Contact: _P. Fred Heerbrandt, P.E.

Department Telephone Number: 505-955-4623

City of SF Chief Procurement Officer: **Travis Dutton-Leyda, CPO**

Telephone Number: **(505) 629-8351**

II. **A. Name of Contractor: AquaSight**

Address of Contractor: 1650 W. Big Beaver Rd., Troy MI 48084

Amount of prospective contract: $350,000.00

Term of prospective contract: Three years

B. Name of Contractor: Great Western Electrical

Address of Contractor: 3310 Girard NE, Albuquerque, nm 87107

Amount of prospective contract: $155,690.08

Term of prospective contract: One year

C. Name of Contractor: Carollo Engineers, Inc.

Address of Contractor: P. O. Box 30835, Salt Lake City, UT 84130-0835

Amount of prospective contract: $80,000.00

Term of prospective contract: One year

D. Name of Contractor: ITSQUEST Staffing

Address of Contractor: 1012 Marquez Pl Ste 301B, Santa Fe, NM 87505

Amount of prospective contract: $264,463.70

Term of prospective contract: One year and two months

E. Name of Contractor: Hazen and Sawyer

Address of Contractor: 100 Sun Ave. NE, Suite 206, Albuquerque, NM 87109

Amount of prospective contract: $2,718,000.00

Term of prospective contract: 2.5 years

F. Name of Contractor: A.A.C. Construction, LLC

Address of Contractor: 18 La Luna Rd, Santa Fe, NM 57507

Amount of prospective contract: $2,465,837.04

Term of prospective contract: Two Years

G. Name of Contractor: Molzen Corbin

Address of Contractor: 2701 Miles Rd. SE, Albuquerque, NM 87106

Amount of prospective contract: $180,000

Term of prospective contract: Two Years

H. Name of Contractor: Rain for Rent (Western Oilfields Supply Co.)

Address of Contractor: 2495 Lakeside Drive, Las Cruces, NM 88007

Amount of prospective contract: $903,214.87

Term of prospective contract: Three Years

GRAND TOTAL: $7,117,250.69

The attached contractors and their associated scopes of work will assist City staff in bringing the wastewater reclamation facility into compliance.

Location of Services: Paseo Real Wastewater Reclamation Facility, 73 Paseo Real, Santa Fe, NM 87507

III. **Please thoroughly list the services (scope of work), construction or items of tangible personal property of the contract:**

1. Emergency funding request to remediate issues currently affecting the WWTF
   a. Contractors: Hazen and Sawyer ($2.7M), AAC construction (est.$2.5M), Carollo ($80k), Aquasight ($350k), ITSQuest (scheduler $264k), Great Western ($156k), Molzen Corbin ($180k), Rain for Rent ($903K)
   b. Improvements Plan
      - Quarterly Reporting disconnect
      - Weekly Meetings with NMED
      - Unit Process Operating Strategy documentation (Carollo/Hazen)
      - Instrumentation Implementation
      - Model Development/SCADA Integration
      - Sample and Reporting External Support
      - Advanced SCADA for Each Process
      - Unit Process Improvements

See attached proposals and scopes of work for details.

IV. **Provide an explanation for the justification of the procurement including a description of the emergency condition(s) requiring use of emergency procurement and the practicable competition utilized in compliance with NMSA 1978, § 13-1-127.**

The United States Environmental Protection Agency (EPA) has issued an Administrative Order (AO) issued to the City of Santa Fe for violations of the Clean Water Act (CWA) (33 U.S.C. §§ 1251-1387). The violations were identified during a review of the permit file and discharge monitoring reports submitted for the Paseo Real Wastewater Reclamation Facility. The violations alleged are for failure to meet permit effluent limitations. This AO does not assess a monetary penalty; however, it does require compliance with applicable federal regulations.

Similarly, the New Mexico Environment Department (NMED) has determined that the City of Santa Fe Paseo Real Wastewater Treatment Plant (WWTP) has been operating in noncompliance with the New Mexico Water Quality Act (WQA) and Water Quality Control Commission (WQCC)' regulations (20.6.2 and 20.6.4 New Mexico Administrative Code) adopted pursuant to the WQA.

To facilitate the most efficient response to these regulators, the City requires emergency procurement to develop a plan and to implement that plan to bring the Paseo Real Wastewater Reclamation Facility into compliance as soon as is feasible to do so.

EPA Region 6 Administrative Order Attached.

III. **Please describe what measures are being taken to minimize the duration and effect of this particular emergency procurement (for example: is the emergency only in place until a competitive process can be completed, etc.).**

By immediately bringing these contractors in to perform their requested scopes of work, we can begin to bring the facility into compliance, thereby eliminating or minimizing the associated risks to public health and safety associated with the non-compliant discharge.

IV. **Describe what measures the Department will take in the future to prevent/mitigate use of emergency procurement under similar circumstances.**

It is our goal and desire to prevent the conditions that precipitated the need for this emergency procurement by implementing the measures afforded by this emergency procurement.

Certified by:

City Chief Procurement Officer, Travis Dutton-Leyda — **Date** Apr 3, 2024

City Approval by:

John Dupuis (Apr 4, 2024 10:44 MDT)

Department Director, John Dupuis — **Date** Apr 4, 2024

Marcos Martinez

Marcos Martinez (Apr 3, 2024 17:03 MDT)

City Attorney, Erin McSherry — **Date** Apr 3, 2024

John Blair
John Blair (Apr 3, 2024 18:09 MDT)

City Manager, John Blair — **Date** Apr 3, 2024

Emily K. Oster

Finance Director, Emily Oster — **Date** Apr 4, 2024

Note: All emergencies must be posted to the SPD website:
https://www.generalservices.state.nm.us/statepurchasing/submit-emergency.aspx
and the City of Santa Fe's website:
https://santafenm.gov/finance-2/purchasing-1/solicitations

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
Region 6
FINDINGS OF VIOLATION AND COMPLIANCE ORDER
Docket Number: CWA-06-2024-1745; NPDES Permit Number: NM0022292

STATUTORY AUTHORITY

The following findings are made, and Order issued under the authority vested in the Administrator of the United States Environmental Protection Agency (EPA) by Section 309(a) of the Clean Water Act (Act), 33 U.S.C. § 1319(a). The Administrator of EPA delegated the authority to issue this Order to the Regional Administrator of EPA Region 6, who further delegated this authority to the Director of the Enforcement and Compliance Assurance Division.

FINDINGS

1. The City of Santa Fe (Respondent) is a municipality which was incorporated under the laws of the State of New Mexico, and as such, is a "person" as that term is defined at Section 502(5) of the Act, 33 U.S.C. § 1362(5), and 40 C.F.R. § 122.2.

2. At all times relevant to this Order (all relevant times), Respondent owned or operated a municipal wastewater treatment facility located at Airport Road, Santa Fe, Santa Fe County, New Mexico, 87504 (facility), and was, therefore, an "owner or operator" within the meaning of 40 C.F.R. § 122.2.

3. At all times relevant, the facility was a "point source" of a "discharge" of "pollutants" with its municipal wastewater to the receiving waters of Santa Fe River in Segment No. 20.6.4.113 of the Rio Grande Basin which are "waters of the United States" within the meaning of Section 502 of the Act, 33 U.S.C. § 1362, and 40 C.F.R. § 122.2.

4. Because Respondent owned or operated a facility that acted as a point source of discharges of pollutants to waters of the United States, Respondent and the facility were subject to the Act and the National Pollutant Discharge Elimination System (NPDES) program.

5. Under Section 301 of the Act, 33 U.S.C. § 1311, it is unlawful for any person to discharge any pollutant from a point source to waters of the United States, except with the authorization of, and in compliance with, an NPDES permit issued pursuant to Section 402 of the Act, 33 U.S.C. § 1342.

6. Section 402(a) of the Act, 33 U.S.C. § 1342(a), provides that the Administrator of EPA may issue permits under the NPDES program for the discharge of pollutants from point sources to waters of the United States. Any such discharge is subject to the specific terms and conditions prescribed in the applicable permit.

7. Respondent applied for and was issued NPDES Permit No. NM0022292 (herein the permit) under Section 402 of the Act, 33 U.S.C. § 1342, which became effective on September 1, 2021, and expires on August 31, 2026. At all relevant times, Respondent was authorized to discharge pollutants from the facility to waters of the United States only in compliance with the specific terms and conditions of the permit.

8. Part I.A of the permit places certain limitations on the quality and quantity of effluent discharged by Respondent. The relevant discharge limitations are indicated in the attached Table A.

9. Part I.C. of the permit requires the Respondent to sample and test its effluent and monitor its compliance with permit conditions according to specific procedures, in order to determine the facility's compliance or noncompliance with the permit and applicable regulations. It also requires the Respondent to file with EPA certified Discharge Monitoring Reports (DMRs) of the results of monitoring, and Noncompliance Reports when appropriate.

10. Certified DMRs filed by the Respondent with EPA in compliance with the permit show discharges of pollutants from the facility that exceed the permitted effluent limitations established in Part I.A of the permit, as specified in the attached Table B.

11. Each instance in which Respondent discharged pollutants to waters of the United States in amounts exceeding the effluent limitations contained in the permit is a violation of the permit and Section 301 of the Act, 33 U.S.C. § 1311. Each violation of the conditions of the permit or regulations described above is a violation of Section 301 of the Act, 33 U.S.C. § 1311.

12. Administrative Order (AO) Docket Number CWA-06-2019-1773 was issued on March 29, 2019, regarding the facility's NPDES permit excursions. The Respondent submitted a written response to the AO on May 31, 2019.

13. Administrative Order (AO) Docket Number CWA-06-2019-1818 was issued on August 26, 2019, regarding the facility's NPDES permit excursions. The Respondent submitted a written response to the AO on October 23, 2019.

14. Administrative Order (AO) Docket Number CWA-06-2021-1725 was issued on June 1, 2021, regarding the facility's NPDES permit excursions. The Respondent submitted a written response to the AO on June 11, 2021.

SECTION 309 (a)(3) COMPLIANCE ORDER

Based on the foregoing Findings and pursuant to the authority of Section 309 of the Act, EPA hereby orders Respondent to take the following actions:

A. Within thirty (30) days of the effective date of this Order, Respondent shall submit a list of the specific actions taken to correct the reporting and effluent violations cited in this Order.

B. Within thirty (30) days of the effective date of this Order, Respondent shall provide written certification to EPA, Region 6 that the violations cited herein have been corrected and that the facility is in compliance with the requirements of the permit.

C. In the event that Respondent believes complete correction of the violations cited herein is not possible within thirty (30) days of the effective date of this Order, Respondent shall, within thirty (30) days of the effective date of this Order, submit a comprehensive written plan for the elimination of the cited violations within the shortest possible time for EPA review. Such plan shall describe in detail the specific corrective actions to be taken and why such actions are sufficient to correct the violations. The plan may include interim corrective measures to address effluent limit violations as quickly as possible followed by subsequent permanent measures. The plan shall include a detailed schedule for the elimination of the violations within the shortest possible time, as well as measures to prevent these or similar violations from recurring.

D. If Respondent would like to arrange a meeting with EPA to discuss the allegations in this Order, it should contact EPA within forty-five (45) days of the effective date of this Order. The meeting will be held at the Region 6 offices, 1201 Elm Street, Dallas, Texas, and Respondent can provide any information it believes is relevant to this Order. Respondent shall submit to EPA all information or materials it considers relevant to EPA at least ten (10) days prior to the meeting.

E. To arrange a meeting, or to ask questions or comment on this matter, please contact Ms. Mona Tates, of my staff, at (214) 665-7152 or tates.mona@epa.gov.

F. Any information or correspondence submitted by Respondent to EPA under this Order shall be addressed to the following:

Ms. Nancy Williams
williams.nancy@epa.gov

and

Ms. Mona Tates
tates.mona@epa.gov

GENERAL PROVISIONS

Issuance of this Section 309(a)(3) Compliance Order shall not be deemed an election by EPA to forego any administrative, judicial, civil or criminal action to seek penalties, fines, or any other relief appropriate under the Act for the violations cited herein, or other violations that become known to EPA. EPA reserves the right to seek any remedy available under the law that it deems appropriate.

Respondent may seek federal judicial review of the Order pursuant to Chapter 7 of the Administrative Procedure Act, 5 U.S.C. §§ 701-706.

Failure to comply with this Section 309(a)(3) Compliance Order or the Act may result in further administrative action, or a civil judicial action initiated by the United States Department of Justice.

This Order does not constitute a waiver or modification of the terms or conditions of Respondent's NPDES permit, which remains in full force and effect. Compliance with the terms and conditions of this Order does not relieve Respondent of its obligation to comply with any applicable federal, state, or local law or regulation.

The effective date of this Order is the date it is received by the Respondent.

March 4, 2024

Date

Digitally signed by Cheryl T. Seager
Date: 2024.03.04 16:05:14 -06'00'

Cheryl T. Seager, Director
Enforcement and
Compliance Assurance Division

MEMORANDUM

DATE: *May 6, 2024*

TO: *Mayor Alan Webber and City Council*
Finance Committee
Public Works Public Utilities Committee

FROM:
Michael Dozier, WWMD Director MD

VIA:
John Dupuis, Public Utilities Director

ITEM: Emergency Determination and Administrative Order Response

ISSUE:
Request Authorization to Complete the Paseo Real Water Reclamation Facility Administrative Order Emergency Project to ensure compliance with National Pollutant Discharge Elimination System (NPDES) and Discharge Permits and associated Contract approvals (Public Utilities Department/John Dupuis, Michael Dozier)

ISSUE:
In reference to the Paseo Real Water Reclamation Facility Administrative Order Emergency Project, the Public Utilities Department has submitted an Emergency Determination Form for emergency procurement to implement a comprehensive plan that provides interim corrective measures and for the long-term success in operating and managing the Paseo Real Water Reclamation Facility (PRWRF) necessary to ensure compliance with NPDES and Discharge Permits within the shortest possible time. The referenced Administrative Order (AO), which the City received on March 6th, 2024 from the U.S. Environmental Protection Agency (EPA) Region 6, is attached and requires within 30 days the submission of the comprehensive written plan for the elimination of the violations within the shortest possible time, as well as measures to prevent these or similar violations from recurring.

The scope of work from each vendor included with the Emergency Determination Form, and attached, is a natural progression of the extensive evaluation and improvements-initiated April 2024 and would have been implemented over a reasonable timeframe. The emergency procurement, this request for authorization, and accompanying Budget Adjustment Request (BAR) are responsive to the requirement for the elimination of the violations within the shortest possible time. These actions included as part of the comprehensive plan will clearly communicate our commitment to complete this project within the shortest possible time, averts unnecessary enforcement escalation, and begins to restore the trust of the public and our regulators.

The comprehensive plan focuses on improving current data collection, regulatory compliance, operational knowledge management / transfer, and management practices at the PRWRF, combined with selective capital improvements to existing PRWRF facilities. This comprehensive plan can be broken down into the following nine (10) steps:

1. Provide sampling and regulatory support to ensure compliance with existing permits.

2. Support the City's external communications and regularly establish weekly updates to improve communication and restore trust with Regulators.

3. Build a comprehensive base of knowledge & management tools / decision trees to guide PRWRF staff in day-to-day operations and management of the facility.

4. Improve PRWRF laboratory practices, data management, workflows, and communications for all testing performed to ensure regulatory compliance and/or support treatment operations.

5. Provide an inventory of all PRWRF instrumentation, calibration practices, data flows, and uses of information currently collected, and rectify gaps to improve process monitoring and control.

6. Develop a model for treatment operations using open-source software that integrates information available from lab test results and real-time supervisory control and data acquisition (SCADA) data.

7. Develop continuous modeling results incorporated into an advanced SCADA interface at the PRWRF to simulate and help optimize treatment plant operations and management.

8. Develop tools for simulation, testing, and operation of proposed changes to plant operations and enable remote operational support for emergency conditions.

9. Short-term treatment plant improvement projects. Examples of these limited scope projects include installing a new mechanical bar screen the already procured by the City, restoring two (2) former traveling bridge filter systems to working condition, or portable container-based sand filtration equipment and related pumping capability.

10. Additional support to complete the items above including process engineering alternatives development and review, project management and scheduling support, construction related support and services, training support, and related items or equipment.

Below is a list of the contractors that to date have provided a proposal/scope of work, the amount of the prospective contract, and the term of the prospective contract that, once authorized, will be negotiated, and executed as quickly as possible.

A. Name of Contractor: AquaSight
Amount of prospective contract: $350,000.00
Term of prospective contract: Three years

B. Name of Contractor: Great Western Electrical
Amount of prospective contract: $155,690.08
Term of prospective contract: One year

C. Name of Contractor: Carollo Engineers, Inc.
Amount of prospective contract: $80,000.00
Term of prospective contract: One year

D. Name of Contractor: ITSQUEST Staffing
Amount of prospective contract: $264,463.70
Term of prospective contract: One year and two months

E. Name of Contractor: Hazen and Sawyer
Amount of prospective contract: $2,718,000.00
Term of prospective contract: 2.5 years

F. Name of Contractor: A.A.C. Construction, LLC
Amount of prospective contract: $2,465,837.04
Term of prospective contract: Two Years

G. Name of Contractor: Molzen Corbin
Amount of prospective contract: $180,000.00
Term of prospective contract: Two Years

H. Name of Contractor: Rain for Rent (Western Oilfields Supply Co.)
Address of Contractor: 2495 Lakeside Drive, Las Cruces, NM 88007
Amount of prospective contract: $903,214.87
Term of prospective contract: Three Years

The current total prospective contract amount is **$7,117,205.69.** Contract attached for signature is Western Oilfields Supply Co. dba Rain for Rent.

The total budget amount requested is **$8,000,000**. Due to the critical nature of the funding and schedule for completion of the project, the Public Utilities Department requests authorization to the City Manager to negotiate and execute all necessary contracts and purchase orders to expedite project initiation. Once a contract is executed, the results will be reported to the Governing Body.

ACTION REQUESTED:

Request Approval of the of contracts with Western Oilfields Supply Co. dba Rain for Rent in the amount of $903,214.87.

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Rain for Rent (Western Oilfields Supply Co.)

Procurement/contract Title: Paseo Real Water Reclamation Facility

Procurement Method/Vehicle: ☐Sole Source ☐State Price Agreement/Existing ☐ Cooperative ☐Request For Proposals(RFP) ☐Invitation To Bid (ITB) ☐Exempt: 13-1-98

☐Small Purchase (Contract Under $60,000) ☒Other: Emergency Procurement

Requesting Department: PUD/WWMD Staff Name: Michael Dozier

Procurement Requirements:

Procurement files shall be maintained for all purchases and contracts, regardless of the method of procurement. The procurement files shall contain the basis on which the awards are made, all submitted bids/proposals, all evaluation materials (bid tabs or Evaluation Committee Reports), scoresheets, quotations, and all other documentation related to or prepared in conjunction with evaluations, negotiations, and the award processes. The procurements shall contain written determinations from the Requesting Departments, signed by the Chief Procurement Officers (this document), setting forth the reasoning for the contract award decisions before submitting them to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING (CPD)

YES	N/A		YES	N/A	
☒	☐	**Written Determination (srvs)**	☒	☐	**Quote(s) (3 Valid & Current for Over 20k)**
☐	☒	**RFP - Confidential info to be provided to GB by CPD Buyer**	☐	☒	**BAR**
☐	☒	**ITB (include bid tab)**	☐	☒	**FIR**
☒	☐	**Other: Emergency: 40-M0087-23-EM074**	☒	☐	**Certificate of Insurance (srvs)**
☐	☒	**Cooperative Agreements and GSAs and Statewide Price Agreements (include the cover page to show valid date, scope page, and items to be purchased)**			
☒	☐	**Horizon Declination or Screenshot of horizonsofnewmexico.org/services.html (srvs)**			
☒	☐	**Summary of Contract (only on contracts)**			
☒	☐	**Current Santa Fe Business Registration (or Exemption if no tax)**			
	☒	**Executed Contract or Price Agreement (legal and contractor must sign before purchasing approves)**			
☐	☒	**Chief Procurement Officer (or designee) Approval for Exempt from Procurement (use memo on our site)**			
☐	☒	**Evaluation Committee Report (RFPs only)**			
☐	☒	**Signed Sole Source Determination, Vendor Written Quote, SS Letter from Contractors, and 30 Days Email**			
☒	☐	**>20k = Memo addressed to City Manager (Under 150K) Committees/City Council (Over 150K)**			

Michael Dozier (Michael Dozier (May 10, 2024 08:57 MDT))	Wastewater Director	9 May 2024
Department Point of Contact	Title	Date
Michael Dozier (Michael Dozier (May 10, 2024 08:57 MDT))		9 May 2024
Department Director		Date
		May 17, 2024
Chief Procurement Officer		Date
ITT Representative	Title	Date

CoSF Version 3 12.1.2023

City of Santa Fe

Summary of Contract, Agreement, Amendment & Lease

All applicable fields to be completed by department (complete 1.b only if you are processing an amendment):

1.a Munis Contract: 3204709 Procurement # (RFP/ITB# If any):

Contractor: Rain for Rent

Procurement Method/Vehicle Small Purchase ☐ RFP ☐ ITB ☐ Sole Source ☐ GSA ☐ Cooperative ☐ Exempt ☐ SWPA/Existing ☐

Description/Title: Emergency Procurement Paseo Real Reclamation Facility

Contract: ◉ Agreement: ○ Lease/Rent: ○ Amendment: ○

Term Start Date: Upon Approval Term End Date: 3 Years Total Contract Amount: 903,214.87

☐ Approved by Council *(If over the City Manager's approval threshold, you must go through GB)* 10 April 2024

Contract / Lease:

1.b Amendment #: to the Original Contract/Lease #

Increase/(Decrease) Amount $:

Extend Expiration Date to:

☐ Approved by Council *(If the original went through GB, all amendments must go through GB regardless of the amendment reason)* Date:

Amendment is for:

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

New Contract for a term of 1 year from date of approval to respond to the EPA's and NMED's requirement that the city eliminate or mitigate violations identified by the EPA within the shortest possible time. These actions, included as part of a comprehensive plan, will clearly demonstrate the City's commitment to complete this project within the shortest possible time in the most efficient way possible.

3. Procurement History:

Purchasing Officer Review: May 17, 2024 Date:

Comment & Exceptions:

4. Funding Source: Waste Water Enterprise Fund **Org / Object:** 5000375/572970

Andy Hopkins Budget Officer Approval: May 16, 2024 Date:

Comment & Exceptions:

5. Grant History (if applicable):

Grants Administrator Approval: **Date**

Staff Contact who Completed This Form: Linda McAllister Phone #:

To be recorded by City Clerk: Email: lmcallister@santafenm.gov

Clerk #

Date of Execution:

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

Item #: 24-0351
Munis Contract #: 3204709
SWPA/GSA/Coop/RFP/ITB #: Emergency

CITY OF SANTA FE
GENERAL SERVICES CONTRACT

Rental Equipment

THIS CONTRACT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City," and **Western Oilfields Supply Company dba Rain for Rent herein** after referred to as the "Contractor."

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, section 13-1-127 and

The City and the Contractor hereby agree as follows:

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

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

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

2. **Scope of Work**

A. The Contractor shall perform the following work:

The Contractor shall perform all the work required by this contract and any amendments thereof to build upon the improvements initiated in April 2024. The emergency procurement, this request for authorization, and accompanying Budget Adjustment Request (BAR) respond to the requirement that the City eliminate violations identified by the EPA and NMED within the shortest possible time. These actions, included as part of a comprehensive plan, will demonstrate our commitment to complete this project within the shortest possible time in the most efficient way possible.

The comprehensive plan focuses on improving current data collection, regulatory compliance, operational knowledge management / transfer, and management practices at the Paseo Real Water Reclamation Facility (PRWRF), combined with selective capital improvements to existing PRWRF facilities.

This comprehensive plan can be broken down into the following ten (10) steps:

1. Provide sampling and regulatory support to ensure compliance with existing permits.
2. Support the City's external communications and regularly established weekly updates to improve communication with Regulators.
3. Build a comprehensive base of knowledge & management tools / decision trees to guide PRWRF staff in day-to-day operations and management of the facility.
4. Improve PRWRF laboratory practices, data management, workflow, and communications for all testing performed to ensure regulatory compliance and/or support treatment operations.
5. Provide an inventory of all PRWRF instrumentation, calibration practices, data flows, and uses of information currently collected, and rectify gaps to improve process monitoring and control.
6. Develop a model for treatment operations using open-source software that integrates information available from lab test results and real-time supervisory control and data acquisition (SCADA) data.
7. Develop continuous modeling results incorporated into an advanced SCADA interface at the PRWRF to simulate and help optimize treatment plant operations and management.
8. Develop tools for simulation, testing, and operation of proposed changes to plant operations and enable remote operational support for emergency conditions.
9. Short-term treatment plant improvement projects. Examples of these limited scope projects include installing a new mechanical bar screen the already procured by the City, restoring two (2) former traveling bridge filter systems to working condition, or portable container-based sand filtration equipment and related pumping capability.
10. Additional support to complete the items above including process engineering alternatives development and review, project management and scheduling support, construction related support and services, training support, and related items or equipment, as described in the Contract Documents.

The Contractor's scope of work includes support for plan item #9 above by providing pump and filtration equipment for max flows of 5mgd at final clarification.

See quotation 1101-IND-2119008 attached and incorporated as Attachment A for details.

3. Compensation

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

PROJECT COSTS
Estimated Rental Total $21,159.93
Estimated Environmental Recovery Fees $687.70
Total Estimated Recurring Charges $21,847.63

Estimated yearly rental cost: $284,799.46

PROJECT COSTS
Estimated Sale Total $9,479.40

SERVICES
Estimated Delivery $14,818.04
Estimated Installation $13,883.00
Estimated Removal $8,018.00
Estimated Pickup $2,618.04

Rental Protection Plan (per rental cycle) $3,174.00

One rental cycle is 28 days. The total compensation under this Contract shall not exceed one million dollars ($1,000,000.00) including New Mexico gross receipts tax. The City agrees to pay applicable gross receipts tax which shall be listed on Contractor's invoice as a separate line item.

4. **Payment Provisions**

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

A. Acceptance - In accordance with NMSA 1978, Section 13-1-158 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 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 certification. 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 CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This contract shall terminate **three (3) years from date of final signature.** The City reserves the right to renew this contract on an annual basis by mutual agreement not to exceed a total of ten (10) years in accordance with NMSA 1978, Sections 13-1-150 through 152. If the term extends beyond the initial three year duration, the prices may be adjusted upward or downward in an amount that is mutually agreed upon in writing by the City and Contractor and is reflective of then current market conditions, subject to the availability of appropriations.

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. Payment obligations for either party are not affected by force majeure events.

7. Termination

A. Grounds. The City may terminate this Contract for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor, or their designee as authorized by the Governing Body. The Contractor may only terminate this Contract based upon the City's uncured, material breach of this Contract.

B. Notice: City Opportunity to Cure.

1) Except as otherwise provided in Paragraphs 7.A and 17, the City shall give the 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 Contract upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

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

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

8. Amendment

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

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

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 because of this Contract. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

10. Assignment

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

11. Subcontracting

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

shall any subcontract obligate direct payment from the City.

12. Non-Collusion

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

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 Contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. The contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability. Notwithstanding the foregoing, warranty on rental equipment and related services is only valid during the rental period. Warranty on new sales items will be per the manufacturer's warranty.

15. Condition of Proposed Items

Where tangible personal property is a part of this Contract, all proposed items are to be NEW (rental equipment will not be new), unless otherwise specified.

16. Records and Audit

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

17. Appropriations

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

18. Release

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

19. Confidentiality

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

20. Conflict of Interest

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

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract complies with all applicable provisions of the Governmental Conduct Act, 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 Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.

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

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 Contract; Merger

This Contract incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings

have been merged into this written contract. In the event of a conflict between this contract and any quote or exhibit, this Contract will control.

23. Notice

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

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

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 arising out of or otherwise resulting from this Contract. The Contractor shall not be liable for any injury or damage as a result of any grossly negligent act, willful misconduct or omission committed by the City, its officers or employees. The City shall be responsible for any loss or damage to Contractor's rental equipment, excluding normal wear and tear, and excluding loss or damage caused by Contractor.

26. New Mexico Tort Claims Act

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

27. Applicable Law

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-2. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

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

29. Incorporation by Reference and Precedence

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

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

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 Contract 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.

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

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

G. 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.

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

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

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

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

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

J. **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.

K. **Business Automobile Liability** insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

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

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

34. Impracticality of Performance

A party shall be excused from performance under this Contract for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within

the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

35. Invalid Term or Condition

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

36. Enforcement of Contract

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

37. Patent, Copyright and Trade Secret Indemnification

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

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.

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

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 Contract, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

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

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

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

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 Contract. In

event such suspension, delay or interruption of work goes beyond a twelve month duration, the price may be adjusted upward or downward in an amount that is mutually agreed in writing upon by the City and Contractor and is reflective of then current market conditions.

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:

Michael Dozier

Wastewater Management Division

73 Paseo Real, Santa Fe NM, 87507

1(505) 955-4642

mldozier@santafenm.gov

To the Contractor:
Contracts Department

Mobile: 661-399-9124

Branch: 575-524-0879

3404 State Road

Bakersfield, CA 93308

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:

Contracts Department

Mobile: 661-399-9124

Branch: 575-524-0879

3404 State Road

Bakersfield, CA 93308

42. Succession

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

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

CITY OF SANTA FE:

Alan Webber (May 31, 2024 08:34 MDT)

ALAN WEBBER, MAYOR

DATE: May 31, 2024

CONTRACTOR:
Western Oilfields Supply Company dba Rain for Rent

Tommy Mai
Tommy Mai (May 6, 2024 10:41 PDT)

TOMMY MAI, DIRECTOR OF CONTRACTS

DATE: May 6, 2024

CRS# _____

Registration # _____

ATTEST:

GERALYN CARDENAS, INTERIM CITY CLERK

GB MTG 05/29/24 XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 6, 2024 11:42 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

Rain For Rent
2495 Lakeside Dr
Las Cruces, NM, 88007
575-524-0879
rainforrent.com
kconnell@rainforrent.com

CITY OF SANTA FE MUNICIPALITY
Account: 143425
PO BOX 909
Santa Fe, NM, 87504

Dear ,

Thank you for your inquiry. As requested, please find attached our proposal 1101-IND-2119008 for City of Santa Fe WWTP. We value this opportunity to provide a solution for your liquid handling need and we are committed to partnering with you to ensure your project's safe execution and completion.

To convert this proposal into a confirmed order WITHOUT ANY CHANGES, please click the "Start Signing" button to begin the electronic signature process.

If you would like to CHANGE anything in this proposal or discuss anything further, please call Kimbro Connell at 575-524-0879.

Thank you, and I look forward to working with you.

Regards,

Kimbro Connell
kconnell@rainforrent.com
Mobile: 505-436-0920
Branch: 575-524-0879
2495 Lakeside Dr
Las Cruces, NM, 88007

Project Name	City of Santa Fe WWTP	Jobsite	City of Santa Fe WWTP
Date Prepared	4/25/2024	Est. Delivery Date	4/29/2024
Prevailing Wage	No	Est. Completion Date	4/30/2025

Project Location

73 Paseo Real
Santa Fe, NM, 87507

Project Description and Overview

PROJECT DESCRIPTION

Quoted as 28day cycle rental

Does not include applicable sales tax or services

PROJECT OVERVIEW

Provide pump and filtration equipment for max flows of 5mgd at final clarification.

STATEMENT OF WORK

RFR Responsibilities & Scope of Work

Rain for Rent (RFR) will provide the following: Provide pump and filtration equipment for max flows of 5mgd at final clarification. (2) 60-4SK, (1) 48-4SK, DV200E pump, HDPE pipe and misc fittings.
Delivery, installation, removal, pickup of all quoted materials/equipment

Due to the multitude of economic factors, materials, labor, hauling and freight are currently in a period of above average volatility. If, during the performance of work, the price of materials, labor, hauling or freight increases by 5% or greater through no fault of Rain for Rent, the contract price shall be equitably adjusted by an amount reasonably necessary to cover any such price increases. Equipment subject to availability at time of project.

Reference Materials

Project is quoted based on applicable/customer provided reference materials noted below:
Job Walk(s) 3-13-2023

Operating Parameters

System includes: Sand Media
System is designed to operate at a flow rate of 5mgd peak @ 80tdh
The water source location will be clarifor and discharging at location after clarifor. .

Customer Responsibilities

It is the customer's responsibility to inform RFR about prevailing wage at time of proposal. If RFR is informed after the quote is issued that certified payroll is required, quote will be subject to additional charges.

Jobsite:
Customer is responsible for:
1. Informing RFR of any jobsite or general requirement(s) to perform work on location.
2. Securing permits, fees, bonding, right of ways, vehicular/pedestrian traffic control, and security.
3. Providing safe, secure access and egress to an adequate staging area throughout the job which could include brush clearing, grading, and removal or replacement of any landscape or hardscape in the temporary right of way for the equipment.
4. Any damage to the environment including trees, vegetation, stream banks, or any other part of the site caused by the installation, removal, construction, pulling or dragging of equipment, or operation of the equipment that would require site restoration or environmental countermeasures.

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5. Any excavation, saw cutting, trench plating for the purpose of road crossings, backfilling, restoration, modification, or alteration of any permanent structure or site element including changes to pump pad preparation, suction, or discharge chambers during duration of job (including installation and removal).

System:

1. Customer will provide dedicated equipment with operator and fuel to perform all needed unloading, testing, operations, maintenance, relocating, cleaning, and reloading of provided equipment/system. Equipment must be capable of lifting 9000 Lbs.
2. If installation provided by RFR and Customer is operating system, this Transfer of Operation form will need to be reviewed and signed by both parties upon completion of setup. (sample form only): **https://rainforrentcorp.box.com/v/systemtransferoperation**
3. Customer will provide fueling.
4. Customer will provide preventative maintenance as recommended by manufacturer or per the Rental Agreement. **https://rainforrentcorp.box.com/v/pumpmaintenance**
5. Customer will supply all needed water for the commissioning, startup, and system testing. Project specific criteria for hydrotesting can be provided at an additional charge.
6. By accepting this quotation, the customer has acknowledged that the equipment proposed herein is suitable for its intended application and accepts all liabilities associated with its use. Customer is responsible for compliance with appropriate liquid/material quality standards, regulations, and testing protocols to meet all federal, state, local and job location specific requirements. Customer is responsible for all waste materials associated with this equipment/system.
7. RFR recommends a small-scale trial run of this product application to ensure system effectiveness. RFR does not warranty the water quality or degree of filtration. At customer request, RFR can perform a Total Suspended Solids (TSS) bench test to better select the appropriate media for optimized filtration effectiveness. Customer will be responsible for the cost of all media.
8. The customer will be designated as the generator for all liquid/solids processed with the use of RFR equipment. All used filtration media, such as carbon, sand, cartridges, bags, coalescing packs, etc. becomes the property of customer and is the responsibility of customer for proper disposal.
9. To activate carbon, customer will need to pre-soak for 24 hours.
10. RFR has not included the cost of the removal and regeneration for non-hazardous carbon. Customer is responsible for TCLP sample for TCLP VOC's, TCLP SVOC's, TCLP RCRA 8, pH. **https://rainforrentcorp.box.com/v/carbongenerator** If the carbon is deemed hazardous and cannot be regenerated, customer is responsible for additional disposal costs and/or final disposal. No media or materials will leave the site unless the TCLP RCRA 8 has been received and deemed non-hazardous unless otherwise noted.
11. RFR equipment/vessels will be taken off rent when the required testing has been submitted and accepted by RFR/Source Carbon Supplier for recycling and or disposal. Vessels cannot be removed until we receive and accept the testing that indicates the carbon is deemed NON-HAZARDOUS. At that time, the equipment will be taken off rent and be scheduled for pick-up from the site. Should the carbon be deemed HAZARDOUS the customer will be responsible to pay a third party for the chain of custody, transportation, and disposal of this material.
12. Additional cleaning and/or inspections may be required if tested material is deemed anything besides non-hazardous.

Customer is responsible for:

1. Any work in confined spaces.
2. Protecting system from damage including any freeze protection necessary to safeguard equipment from damage. Should equipment become frozen and damaged, customer is responsible for repair of equipment. RFR can provide necessary freeze protection at an additional charge per executed change order. Equipment stays on rent until it can be returned.
3. Using equipment in a safe and proper manner in accordance with manufacturers' recommendations, regulatory standards, and industry best practices. Improper usage may cause equipment/system failure, damage, possible incidents, injuries, and spills.

Upon Pickup:

Contact the RFR office at 575-524-0879 to schedule pickup when equipment/system is cleaned and ready to be released.
Flushing and cleaning of equipment must be performed to RFR's standards prior to being called off rent. RFR personnel will perform a visual inspection. It is recommended to have a customer representative on-site during inspection. Equipment found not to be in "delivered condition" will not be picked up. e picked up.

Project Scheduling & Billing

This quote is valid for 30 days. For the quoted items, RFR requires a signed quote not less than 14 days prior to delivery.

Estimated schedule durations:
Mobilization: 2 days
Installation: 3 days
Operation: TBD
Removal: 2 days
Demobilization: 1 day
System Rental Duration: 1 year or more

Customer acknowledges that availability of equipment/system and/or media will be confirmed at time of order. Additional freight charges may

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Liquid Ingenuity®

apply subject to mutually agreed upon change order.

Billing

1. This is an estimate only. Actual Time and Material used for this job will be billed to the customer.
Any re-rented equipment may be billed according to the third party's billing period. All billing subject to our standard terms and conditions in the rental agreement.
A minimum 2 hour charge will be assessed in the event the crew is at site and weather forces cancellation of work for remainder of day.

Rain for Rent's standard hours of operation are 7:30am – 4:00pm Monday – Friday. Time outside of normal business hours will be billed at 1.5x the base rate for Transportation and Service

Safety

Each employee is expected to adhere to the RFR Environmental, Health and Safety programs, which will protect the environment, the health and safety of the customer, employees, and others. RFR asks for your full cooperation to succeed in this expected outcome.

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PROJECT COSTS	
Estimated Rental Total	$21,159.93
Estimated Environmental Recovery Fees	$687.70
Total Estimated Recurring Charges	$21,847.63
PROJECT COSTS	
Estimated Sale Total	$9,479.40
SERVICES	
Estimated Delivery	$14,818.04
Estimated Installation	$13,883.00
Estimated Removal	$8,018.00
Estimated Pickup	$2,618.04
GRAND TOTAL	$70,664.11

-Estimated costs do not include taxes
-Recurring rental project costs will be on a cycle/week/day basis+ tax

Engine driven equipment will be delivered with at least 50% fuel. A Fuel Convenience Charge will be implemented on a per gallon basis up to the delivered fuel level. Customer acknowledges that the Fuel Convenience Charge is not a retail sale of fuel. Customer may avoid the Fuel Convenience Charge if the Customer returns the Equipment at delivered level. The fuel convenience fee will be charged per gallon. No refunds will be given for a higher level of fuel upon return.

Customer Name _____ Customer Signature _____ Date _____

Proposal Acknowledgement

By signing this proposal, customer represents that he/she has read and agreed to both the Statement of Work and Quote Agreement sections, and is also agreeing to the grand total amount listed above, plus any recommended optional items if accepted and initialed. If customer requires a Purchase Order number to process and submit payment, it must be supplied to Rain for Rent at the time of acceptance of this proposal.

PO Number: _____

Rental Protection Plan

I have received and reviewed the Rental Protection Plan Agreement incorporated as the last page of this estimate. By initialing this paragraph, I understand that I am agreeing to enter into and be bound by the terms of the Rental Protection Plan Program Agreement and that I am authorized to enter into this Agreement on behalf of Customer. FOR ALL RENTALS OF EQUIPMENT, EXCEPT THOSE SPECIFICALLY EXCLUDED, YOU MAY EITHER SHOW PROOF OF PROPERTY INSURANCE IN ACCORDANCE WITH INSURANCE REQUIREMENTS AND RENTAL AGREEMENT OR PURCHASE THE RENTAL PROTECTION. THE PURCHASE OF THE RENTAL PROTECTION PLAN FOR RENTALS OF EQUIPMENT IS NOT MANDATORY AND MAY BE DECLINED IF YOU HAVE PROOF OF ALL RISK PROPERTY INSURANCE AS REQUIRED BY CONTRACT.

RPP	$3,174.00	**Accept**	**Decline**

INITIAL _____

Created Date: 4/25/2024

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Quote Agreement

If Customer has entered into a Master Service Agreement with Rain for Rent and there is a conflict between these terms and conditions of this Quotation Agreement and the Customer's Master Service Agreement, then the terms and conditions in the Customer's Master Service Agreement signed by Rain for Rent will prevail. Availability of products and services is subject to change without notice. Payment terms are net 30 days from invoice date. Interest at the rate of 18% per year shall be charged on any past due invoice. A Fuel Surcharge will be calculated and invoiced based on the diesel fuel price as published by the Department of Energy on https://www.eia.gov/petroleum/gasdiesel An Environmental Recovery Fee shall apply to all rental charges invoiced for the duration of the rental pursuant to this quote/Estimate to help offset direct and indirect costs associated with regulatory compliance, obtaining permits, and obtaining licenses. California Air Quality Fee will be added to the cost of diesel pumps used in California only. This is a State mandated fee. Customer is prohibited from deducting retention from Rain for Rent invoices and charging Rain for Rent liquidated damages. Customer is responsible for flushing and cleaning tanks, roll off boxes, pipelines, pumps, filters and other Rain for Rent equipment prior to return unless specifically agreed to by both parties in writing. The Terms and Conditions of the Rain For Rent Rental and Hazardous Material and/or Non-Hazardous Waste Agreement, Credit Application/Master Rental & Sales Agreement, Invoice and this Quotation (also known as the Rain for Rent Rental/Sale Estimate as may be referenced in any Master Service Agreement, Blanket Purchase Order, or any other contractual document executed between the parties) contain the complete and final agreement between Rain for Rent and Customer and no other agreement in any way modifying or adding to any of said Terms and Conditions will be binding upon Rain for Rent unless made in writing and signed by a Rain for Rent Corporate Officer or Rain for Rent authorized representative. The Customer cannot alter the equipment without Rain for Rent's prior written approval. Customer is responsible for equipment, repairs, maintenance and damage, excluding normal wear and tear or damage caused by Rain for Rent. Rain for Rent will service all engine driven equipment at 400 hours of runtime or as required by manufacturer specifications, if less than 400 hours. Labor will be billed on a time and materials basis, portal to portal from nearest Rain for Rent location. Prorated billing will occur if rental is returned prior to 400 hours. All returned equipment is subject to inspection by Rain for Rent personnel. Damages and accrued rent will be invoiced to Customer while equipment is out of service for repairs. The Customer is responsible for damage caused by reactive, corrosive or abrasive material; including, but not limited to sand, sodium hydroxide, chlorine, and acids. Customer must notify Rain for Rent immediately of any spill so that any necessary repairs to the system can be made and to minimize service interruption. The Customer assumes all risks of loss due to operation and use of the equipment. Customer will provide "all risk" property insurance for rented equipment. Customer shall pay Rain for Rent additional expenses caused by unforeseen or changing conditions, including, but not limited to, soil, underground conditions, rock formations, environmental conditions, weather events, regulations or restrictions, hard pan, boulders, cesspools, gas lines, waterlines, drain pipes, underground electrical conduits or other above ground or underground obstructions. All equipment rented or used products sold are provided "AS IS, WHERE IS" in their present condition. Rain for Rent makes no warranties, expressed or implied of any kind whatsoever with respect to the equipment or products. Sold equipment is not to be rented. Customer agrees that customer is renting equipment or purchasing used products based on their judgment and evaluation, without reliance upon any statements of representations by Rain for Rent, and that Rain for Rent is not responsible for any defects in their operation or for any repairs, parts or services, unless otherwise noted. All new products sold are provided without warranty beyond the terms of such warranty offered by the manufacturer, if any. Customer must comply with all original manufacturer's terms and conditions for any warranty claims that may arise. Neither Rain for Rent nor the manufacturer warranties the product if it has failed due to corrosion, misuse or damage; (2) it has been altered, repaired or modified in any way that would adversely affect its operation; or (3) it was installed or operated other than in accordance with manufacturer's operating instructions. Products supplied by Rain for Rent are warranted to be free from any defect in workmanship and material under conditions of normal use and service. Rain for Rent's obligation under this warranty is limited to replacing or repairing at the designated manufacturer's or Rain for Rent facility any part or parts returned to it with transportation charges prepaid, which Rain for Rent determines in its sole discretion to be defective. This Quotation excludes any additional costs to Rain for Rent associated with Owner Controlled Insurance (OCIP) or WRAP insurance programs that will be added to Rain for Rent's prices. De-watering, Roll-off, Vacuum boxes and similar equipment are not liquid tight. Rentee accepts full responsibility for all losses, damages and costs caused by or arising out of spills, leakage or discharge from this equipment. Rain for Rent will not be held liable for any structural or soils subsidence. This Quotation is valid for 30 days and is subject to credit approval. Rain for Rent will take every effort to protect our customers and employees. Due to the current pandemic, all quoted equipment and services are subject to delay, change, or unilateral cancelation by Rain for Rent. Please be assured every effort will be made to execute the quote as written. The customer is responsible to inform Rain for Rent of any jobsite hazards, precautions, or entry requirements relating to the Corona Virus prior to Rain for Rent personnel going onsite to perform work or deliver equipment. This includes informing Rain for Rent if anyone at the jobsite has tested positive and provide a list of actions taken to protect Rain for Rent personnel.

Rental Protection Plan Program Agreement

If you elect to maintain All Risk Property Insurance coverage, and the certificate of insurance You provide to Rain for Rent to evidence Your insurance coverage expires or is cancelled for any reason, You agree Rain for Rent may charge RPP for Your rentals until such time as You provide an acceptable and valid certificate of insurance to Rain for Rent. This Rental Protection Plan Program Agreement (this "RPP Agreement") is entered into between the undersigned Rentor and Rentee in relation to the Master Rental and Sales Agreement (MRSA) between Rentor and Rentee. If Rentee has checked or initialed, as applicable, the Rental Protection Plan Program (the "RPP Program") box on the quote, then Rentee has opted-in to the RPP Program and this RPPP Agreement shall supplement the MSRA whether or not executed by Rentee. Rentee understands and agrees that the RPP Program is not insurance and that the RPP Program provides only limited coverage, as described below.1.Cost; Deductible; Maximum Coverage; Rentee shall pay a fee equal to 15 percent (15%) of the rental charge for each covered item, which fee shall be listed on each invoice during which period Rentee has opted to participate in the RPP Program. In the event of a Covered Occurrence, as defined below, Rentee shall further be responsible for the lesser of $500 or 10 percent (10%) of the total loss, as a deductible. The maximum coverage available under the RPP Program is $150,000 per Covered Occurrence, whether or not there is more than one piece of equipment involved in the occurrence.2.Coverage; The RPP Program provides coverage only for losses involving Covered Equipment, as defined below, in the following instances: fire that was not caused by Rentee's gross negligence or willful misconduct; theft for which a police report was filed, and that occurred despite Rentee's reasonable precautions to protect and secure the covered equipment; and vandalism for which a police report was filed (individually, "Covered Occurrence," and collectively, "Covered Occurrence"). The RPP Program provides coverage only for the following types of equipment: pumps, electric submersible pumps, tanks, generators, light towers, filtration, boxes, heaters, spillguards, safety products, sprinklers, hoses, pipe, valves and fittings ("Covered Equipment"). Coverage does not extend to any equipment not owned by Rentor such as re-rented equipment.3.Exclusions; The RPP program does not cover any equipment or event of loss that is not specifically described in Section 2.Without limiting the foregoing, the RPP Program does not provide coverage for the following: misuse of equipment; willful abuse of equipment; failure to maintain equipment; failure to secure items from theft (including but not limited to failing to store items in a fenced, locked area or failing to maintain personnel on site); damage or theft while in transit to or from a jobsite; corrosion from any source; any damage caused by named storm events; any instance that occurs while the account is not in good standing, such as a default as defined in the MRSA or upon written notice of non-payment; and any occurrence not reported to Rentor within 24 hours after the occurrence. The RPP program does not provide coverage for: electronic equipment (controls, instrumentation, and wiring), flow meters, water meters, wheel wash systems & accessories, Freezesentry items, or tires.4.Claims; All claims must be submitted within 24 hours of the Covered Occurrence. Rentor's mechanic will inspect the equipment following any claim. The mechanic's findings as to the cause of the damage and cost of repair will be final. In the event of a theft or vandalism, Rentee must also provide supporting evidence that the site was secured at the time of loss.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/30/2024

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	CONTACT NAME: Rhonda Allen
McGriff Insurance Services 500 President Clinton Ave., Suite 400 Little Rock, AR 72201	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: rhonda.allen@mcgriff.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : AIG Specialty Insurance Company	26883
INSURER B : National Union Fire Ins Co Pittsburgh PA	19445
INSURER C : AIU Insurance Company	19399
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Western Oilfields Supply Co.
DBA Rain for Rent
3404 State Road
Bakersfield CA 93308

COVERAGES **CERTIFICATE NUMBER:** 79760148 **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	✓ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ✓ OCCUR ✓ Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ✓ PRO-JECT ✓ LOC OTHER:	✓	✓	EG7172346	10/1/2023	10/1/2024	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 $ 500,000 $ 25,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B B	AUTOMOBILE LIABILITY ✓ ANY AUTO ✓ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ✓ HIRED AUTOS ONLY ✓ NON-OWNED AUTOS ONLY	✓	✓	CA7568925 (AOS) CA7568927 (MA)	10/1/2023 10/1/2023	10/1/2024 10/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	☐ UMBRELLA LIAB ✓ OCCUR ✓ EXCESS LIAB ☐ CLAIMS-MADE DED ✓ RETENTION $ Nil			EGU7172347 Follow Form, GL, Auto, Employers Liability	10/1/2023	10/1/2024	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
C B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	✓	WC49154408 (AOS) WC1647450 (CA)	10/1/2023 10/1/2023	10/1/2024 10/1/2024	✓ 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

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

SEE ATTACHED ADDENDUM

CERTIFICATE HOLDER

City of Santa Fe
Wastewater Management Division
73 Paseo Real
Santa Fe NM 87507

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

Taylor Mitcham

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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: WESTERN OILFIELDS SUPPLY CO
DBA: RAIN FOR RENT

Business Location: 3404 STATE RD
BAKERSFIELD, CA 93308

CRS Number: 01928399007

Owner:

License Number: 235009

License Type: Business License - Renewable

Issued Date: April 02, 2024

Classification: Out of Jurisdiction Business License

Expiration Date: April 02, 2025

Fees Paid: $10.00

WESTERN OILFIELDS SUPPLY CO

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

Ver. 16 2/7/2020

Services Offered to the City of Santa Fe (9.2023)

Approved:

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

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

Permissive:

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

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

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

6121 Indian School Rd. NE Suite 102, Albuquerque, NM 87110 | 505-345-1540 |
mloehman@horizonsofnewmexico.org

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/18/2025

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

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

PRODUCER CAC Specialty 320 Fillmore Street, Suite 200 Denver, CO 80206 www.cacgroup.com	CONTACT NAME: Elizabeth Baillie PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: elizabeth.baillie@cacgroup.com
INSURED Western Oilfields Supply Co. DBA Rain for Rent 3404 State Road Bakersfield CA 93308	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : AIG Specialty Insurance Company — 26883 INSURER B : National Union Fire Ins Co Pittsburgh PA — 19445 INSURER C : AIU Insurance Company — 19399 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 87212220 **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	✓ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☑ OCCUR ✓ Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☑ PRO-JECT ☑ LOC ☐ OTHER:	✓	✓	EG7172346	10/1/2025	10/1/2026	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 $500,000 $25,000 $1,000,000 $2,000,000 $2,000,000
B B	AUTOMOBILE LIABILITY ✓ ANY AUTO ✓ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ✓ HIRED AUTOS ONLY ✓ NON-OWNED AUTOS ONLY	✓	✓	CA7568925 (AOS) CA7568927 (MA)	10/1/2025 10/1/2025	10/1/2026 10/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
A	☐ UMBRELLA LIAB ☑ OCCUR ✓ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ✓ RETENTION $ Nil			EGU7172347 Excess Liability Follows Form:GL, Auto, Employers'	10/1/2025	10/1/2026	EACH OCCURRENCE AGGREGATE	$1,000,000 $1,000,000
C B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	✓	WC014111797 (AOS) WC6583223 (CA)	10/1/2025 10/1/2025	10/1/2026 10/1/2026	✓ 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

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

SEE ATTACHED ADDENDUM

CERTIFICATE HOLDER

City of Santa Fe
Wastewater Management Division
73 Paseo Real
Santa Fe NM 87507

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

Grantland Rice IV

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AGENCY CUSTOMER ID: WESTOIL-01

LOC #: _____

ACORD®

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
CAC Specialty	Western Oilfields Supply Co. DBA Rain for Rent 3404 State Road Bakersfield CA 93308
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 (03/16)

HOLDER: City of Santa Fe Wastewater Management Division

ADDRESS: 73 Paseo Real Santa Fe NM 87507

When required by written contract, The City of Santa Fe, their officials, officers, employees, and agents is an Additional Insured in regard to General Liability and Auto Liability on a primary and noncontributory basis.
When required by written contract, a Waiver of Subrogation applies in favor of the Additional Insured in regard to General Liability, Auto Liability and Workers Compensation.
Written Notice of Cancellation applies per the attached endorsements.
Excess Liability follows form.

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ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2025
forms a part of Policy No. 756-89-25
issued to WESTERN OILFIELDS SUPPLY COMPANY
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL TO ENTITIES OTHER THAN THE FIRST NAMED INSURED

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;

2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and

3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer,**

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders withi n 30 days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.

Authorized Representative

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2025
forms a part of Policy No. 756-89-25
issued to WESTERN OILFIELDS SUPPLY COMPANY
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSUREDS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c., is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.

The City of Santa Fe, their officials, officers, employees, and agents

Authorized Representative or Countersignature (in States Where Applicable)

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2025
forms a part of Policy No. 756-89-25
issued to WESTERN OILFIELDS SUPPLY COMPANY
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:
Any person or organization for whom you are contractually bound to provide Additional Insured status but only to the extent of such person's or organization's liability arising out of the use of a covered "auto".

I. **SECTION II - LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured,** is amended to add:

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

(1) The coverage and/or limits of this policy, or

(2) The coverage and/or limits required by said contract or agreement.

Authorized Representative or Countersignature (in States Where Applicable)

The City of Santa Fe, their officials, officers, employees, and agents

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2025
forms a part of Policy No. 756-89-25
issued to WESTERN OILFIELDS SUPPLY COMPANY
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

(1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and

(2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.

The City of Santa Fe, their officials, officers, employees, and agents

AUTHORIZED REPRESENTATIVE

ENDORSEMENT NO. 16

This endorsement, effective 12:01 AM: October 1, 2025

Forms a part of policy no.: EG 7172346

Issued to: WESTERN OILFIELDS SUPPLY COMPANY

By: AIG SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED ADVICE OF CANCELLATION, NONRENEWAL, OR COVERAGE REDUCTION TO ENTITIES OTHER THAN THE NAMED INSURED ENDORSEMENT

It is hereby agreed that the following is added to **SECTION IV - CONDITIONS**:

In the event that we cancel, non-renew or reduce coverage, except for the reduction of policy limits due to the payment of damages, medical expenses, claim expense or **loss** to this Policy, other than non-payment of premium, and

1. the effective date of the cancellation, non-renewal, or reduction in coverage is prior to this Policy's expiration date,

2. you are under an existing contractual obligation to notify a certificate holder when this Policy is canceled, non-renewed, or has a reduction in coverage (hereinafter, the "Certificate Holder(s)") and have provided to us, either directly or through your broker of record, the email address of a contact at each such entity, and

3. we received this information after you received notice of cancellation, non-renewal, or reduction in coverage of this Policy and prior to this Policy's effective date of cancellation, non-renewal, or reduction in coverage, via an electronic spreadsheet that is acceptable to us,

we will provide advice of cancellation, nonrenewal, or reduction in coverage (the "Advice") via e-mail to each such Certificate Holders within 30 days after you provide such information to us.

Proof of our emailing the Advice, using the information provided by you, will serve as proof that we have fully satisfied our obligations under this Endorsement.

This Endorsement does not affect, in any way, coverage provided under this Policy, the cancellation of this Policy, the non-renewal or the effective date thereof, nor shall this Endorsement invest any rights in any entity not insured under this Policy.

All other terms, conditions and exclusions remain the same.

Authorized Representative
or countersignature (where required by law)

ENDORSEMENT NO. 14

This endorsement, effective 12:01 AM: October 1, 2025

Forms a part of policy no.: EG 7172346

Issued to: WESTERN OILFIELDS SUPPLY COMPANY **By:**

AIG SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGES A, B, C AND E ADDITIONAL INSURED PRIMARY AND NON-CONTRIBUTORY - DESIGNATED PERSON(S) OR ORGANIZATION(S) ENDORSEMENT

It is hereby agreed as follows, solely as respects the designated person(s) or organization(s), **SECTION II - WHO IS AN INSURED, Applicable Coverages A, B, C and E,** paragraph **4** is deleted in its entirety and replaced with the following:

4. Except as respects to Coverage E-4, the designated person or organization scheduled below with whom you agreed to include as an insured, because of a written contract, written agreement, permit, written purchase order, or written certificate of insurance specifications that are entered into or agreed upon prior to an **occurrence, claim** or loss but only with respect to **bodily injury, property damage, environmental damage** or **personal and advertising injury** caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf, arising out of your operations, **your work**, equipment or premises leased, rented or owned by you, or **your products** which are distributed or sold in the regular course of a vendor's business, however:

As respects vendors, this insurance does not apply to:

a. **Bodily injury, property damage** or **environmental damage** for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement,

b. Any express warranty unauthorized by you,

c. Any physical or chemical change in the product made intentionally by the vendor,

d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container,

e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products,

The City of Santa Fe, their officials, officers, employees, and agents

f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product,

g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor, or

h. **Bodily injury, property damage** or **environmental damage** arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in Sub-paragraphs **d.** or **f.** above, or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

As respects a manager or lessor of premises, a lessor of leased equipment, or a mortgagee, assignee, or receiver, this insurance does not apply to:

(1) Any **occurrence** which takes place after the equipment lease expires or you cease to be a tenant.

(2) Structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor of premises, or mortgagee, assignee, or receiver.

SCHEDULED ADDITIONAL INSURED PERSON(S) OR ORGANIZATION(S)

Blanket - As required by written contract, written agreement, permit, written purchase order, or written certificate of insurance specifications that are entered into or agreed upon prior to an **occurrence, claim** or loss.

As respects the coverage afforded to the Additional Insured, this insurance is primary and non-contributory, and our obligations are not affected by any other insurance carried by such Additional Insured whether primary, excess, contingent, or on any other basis.

All other terms, conditions and exclusions remain the same.

Authorized Representative
or countersignature (where required by law)

ENDORSEMENT NO. 6

This endorsement, effective 12:01 AM, October 1, 2025

Forms a part of Policy No: EG 7172346

Issued to: WESTERN OILFIELDS SUPPLY COMPANY

By: AIG SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US ENDORSEMENT

It is hereby agreed as follows:

SECTION IV - CONDITIONS, Paragraph **7. Transfer of Rights of Recovery Against Others to Us - Applicable to Coverages A, B, C and E** is amended by the addition of the following at the end of such subparagraph:

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make under Coverage A, B, C and E for injury or damage arising out of your ongoing operations or **your work** done under a contract with that person or organization and included in the **products-completed operations hazard.** This waiver applies only to the person or organization shown in the Schedule below.

SCHEDULE

Name of Person or Organization:

Where required by written contract or written agreement.

The City of Santa Fe, their officials, officers, employees, and agents

All other terms, conditions, and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)

Workers' Compensation and Employers' Liability Policy

Named Insured WESTERN OILFIELDS SUPPLY COMPANY DBA RAIN FOR RENT 3404 STATE RD	Endorsement Number Policy Number Symbol: Number: WC014111797 – AOS
Policy Period 10/1/2025 **TO** 10/1/2026	Effective Date of Endorsement 10/1/2025
Issued By (Name of Insurance Company) AIU Insurance Company	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE
NOTICE BY INSURED'S REPRESENTATIVE

A. If we cancel this Policy prior to its expiration date by notice to you or the first Named insured for any reason other than nonpayment of premium, we will endeavor, as set out in this endorsement, to send written notice of cancellation, to the persons or organizations listed in the schedule that you or your representative create or maintain (the "Schedule") by allowing your representative to send such notice to such persons or organizations. This notice will be ***in addition to*** our notice to you or the first Named Insured, and any other party whom we are required to notify by statute and in accordance with the cancellation provisions of the Policy.

B. The notice referenced in this endorsement as provided by your representative is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). The failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule will impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.

C. We are not responsible for verifying any information in any Schedule, nor are we responsible for any incorrect information that you or your representative may use.

D. We will only be responsible for sending such notice to your representative, and your representative will in turn send the notice to the persons or organizations listed in the Schedule at least 30 days prior to the cancellation date applicable to the Policy. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.

E. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

9229 2489427560 | WRAINE110 | 24/25 AllStates WPOLL | Sheika Still | 7/6/2025 | 8:41:20 AM MST | Page 12 of 13 | 10/6/2025 8:16:34 AM (MDT) | Page 11 of 13
This certificate cancels and supersedes ALL previously issued certificates.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

This endorsement, effective 12:01 AM 10/01/2025 forms a part of Policy No. WC 014-11-1797

Issued to WESTERN OILFIELDS SUPPLY COMPANY DBA RAIN FOR

By A I U INSURANCE COMPANY

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE ENTERED INTO A CONTRACT, A CONDITION OF WHICH REQUIRES YOU TO OBTAIN THIS WAIVER FROM US.
THIS ENDORSEMENT DOES NOT APPLY TO BENEFITS OR DAMAGES PAID OR CLAIMED:
1. PURSUANT TO THE WORKERS' COMPENSATION OR EMPLOYERS' LIABILITY LAWS OF KENTUCKY, NEW HAMPSHIRE, OR NEW JERSEY; OR,
2. BECAUSE OF INJURY OCCURRING BEFORE YOU ENTERED INTO SUCH A CONTRACT.

The City of Santa Fe, their officials, officers, employees, and agents

This form is not applicable in Kansas for private construction contracts as defined in K.S.A. 16-1801 through K.S.A 16-1807 or public construction contracts as defined in K.S.A. 16-1901 through 16-1908, except where permitted by statute or other applicable law, such as for use in wrap-up insurance programs.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas, or Utah.

Don Bailey

WC 00 03 13
(Ed. 04/84)

Countersigned by _____

Authorized Representative

EXCESS WORKERS COMPENSATION ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2025 forms a part of

policy No. XWC 658-32-23 issued to WESTERN OILFIELDS SUPPLY COMPANY

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

WAIVER OF SUBROGATION
(Version 3)

It is agreed that Section G. Recovery From Others, of Part One, Workers Compensation Insurance and Section F, Recovery From Others, of Part Two, Employers Liability Insurance are amended to include the following:

In the event of any payment under this policy for a loss for which you have waived the right of recovery in a written contract entered into prior to the loss, we hereby agree to also waive our right of recovery but only with respect to such loss.

All other terms, conditions and exclusions shall remain the same.

The City of Santa Fe, their officials, officers, employees, and agents

AUTHORIZED REPRESENTATIVE

66900 (1/97)

CITY OF SANTA FE

Note to File

Date: November 19, 2025

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

From: Michael Dozier, Wastewater Management Division Director, Public Utilities Department

Via: Jesse Roach, Interim Public Utilities Director

Subject: Amendment to Rental Contract for Western Oilfields Supply Co.

Vendor Name: Western Oilfields Supply Co. (dba. Rain for Rent)

Munis Vendor Number: 8362

BACKGROUND AND SUMMARY:

In reference to the Paseo Real Water Reclamation Facility Administrative Order Emergency Project (40-M0087-24-EM030), the Public Utilities Department has submitted an Emergency Determination Form for emergency procurement to implement a comprehensive plan that provides interim corrective measures and for the long-term success in operating and managing the Paseo Real Water Reclamation Facility (PRWRF) necessary to ensure compliance with NPDES and Discharge Permits within the shortest possible time. The referenced Administrative Order (AO), which the City received on March 6th, 2024 from the U.S. Environmental Protection Agency (EPA) Region 6 and amended July 10, 2024 (CWA-06-2024-1765), is attached and requires within 30 days the submission of the comprehensive written plan for the elimination of the violations within the shortest possible time, as well as measures to prevent these or similar violations from recurring.

On May 31, 2024, the contract was completed with the vendor, and two purchase orders (FY24-22406240, FY25-22501213) were placed for an ultimately inferior set of three filters and a pump. Close to the end of FY25, these filters and pumps were replaced with four better filters and a more powerful pump. As of now, the vendor **has the rental equipment in place** to provide pump and filtration equipment for max flows of 5mgd at final clarification. With continued rental from the vendor, we are maintaining PRWRF's compliance to eliminate or minimize the associated risks to public health and safety associated with the non-compliant discharge. The Wastewater Division is leveraging multiple procurement mechanisms, including State-Wide Price Agreements and established On-Call Contracts, to obtain the necessary parts for facility repairs. Once the permanent onsite filtration units (disc and sand filters) have been repaired, the rentals can be discontinued.

CITY OF SANTA FE

The Purchasing Memo

Date: October 28, 2025

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

From: P. Fred Heerbrandt, P.E. P. Fred Heerbrandt, P.E.

Via: Jesse Roach, Interim Public Utilities Director Jesse Roach
Jesse Roach (Nov 3, 2025 12:38:39 MST)

Subject: On-Call Maintenance Contract

Vendor Name: McDowell Mechanical LLC

Munis Vendor Number: 10295

ITEM AND ISSUE:

The Public Utilities Department respectfully requests your review and approval of a Budget Adjustment Resolution (BAR) in the total amount of $500,000.00 for funding an existing on-call maintenance contract for FY26 with McDowell Mechanical LLC.

CONTRACT NUMBER:

The FY24-FY26 Munis contract number is 3204546.

BACKGROUND AND SUMMARY:

This BAR will fund the contract for fiscal year 2026. The contract was approved in FY24 with a 4-year term and funding of $500,000/year.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Wastewater Enterprise Fund/Fund 500

Munis Org Name/Number: Wastewater Capital Projects/5000375

Munis Object Name/Number: WIP Construction/572970

Budget Officer / Designee: Andy Hopkins **Date:** 11/05/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-102, ITB

ITB#23-66-B was released in June, 2023.

Chief Procurement Officer (CPO)/Designee: _____ **Date:** 11/09/2025

CPO Comment/Exceptions: Purchasing doesn't need to approve BARs.

ASSOCIATED APPROVALS:

IT Components included? ☐ **Yes |** ☒ **No**

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

Comment/Exceptions: _____

Treasury/Point of Sale Components included? ☐ **Yes |** ☒ **No**

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

Comment/Exceptions: _____

Vehicles included? ☐ **Yes |** ☒ **No**

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

Is this an externally funded purchase? ☐ **Yes |** ☒ **No**

If yes, what is the issuing agency: _____

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

Comment/Exceptions: _____

Is this a Capital Asset or Project? ☐ **Yes |** ☒ **No**

Project Ledger Number: _____

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

Comment/Exceptions: _____

ATTACHMENTS:

Certificate of Liability Insurance (COI)
ORIGINAL CONTRACT
BAR

THE CITY OF
SANTA FE

MEMORANDUM

DATE: October 20, 2023

TO: Governing Body
Finance Committee
Public Works/Public Utilities Committee

VIA: John Dupuis, PUBLIC UTILITIES DEPARTMENT DIRECTOR JD
MIKE DOZIER, WWM DIVISION DIRECTOR MD

FROM: P. Fred Heerbrandt, P.E., Engineer Supervisor, WWMD FH

ITEM AND ISSUE

Request for approval of a On-Call contract with McDowell Mechanical, LLC. with a potential value of $2,000,000 over four years, including New Mexico Gross Reciepts Tax. (P. Fred Heerbrandt, P.E., pfheerbrandt@santafenm.gov, 505-955-4623)

BACKGROUND & SUMMARY

To establish a Division-wide Price Agreement for On-Call General and Mechanical Construction services, ITB #23-66-B was issued. The Scope of work includes miscellaneous repairs, upgrades, improvements, replacements, new construction services and material for facilities and processes throughout the Paseo Real Wastewater Reclamation Facility, the Sanitary Sewer Collection System, and other remote locations.

Four (4) Contractors were selected for awards, one of which is McDowell Mechanical, LLC. These contracts will allow the Division to react swiftly to equipment failures and repairs at the Paseo Real Wastewater Reclamation Facility.

RECOMMENDED ACTION

PUD, WWM, PRWRF respectfully requests approval of the contract and BAR for a total amount of $500,000 from WWMD Enterprise Fund cash balance.

PROCUREMENT METHOD:

Invitation to Bid, On-Call Services Bid: # 23/66/B

FUNDING SOURCE:

WWMD Enterprise Fund /Fund 500/Cash Balance PL# WWM2050001

BAR FUNDS TO:

Munis Org Name/Number: Wastewater Capital Projects - 5000375
Munis Object Name/Number: WIP Construction - 572970

Signature: John Dupuis (Nov 8, 2023 10:07 MST)

Email: jedupuis@santafenm.gov

Signature: Michael Dozier (Nov 8, 2023 10:09 MST)

Email: mldozier@santafenm.gov

Signature: P. Fred Heerbrandt, P.E. (Nov 8, 2023 10:36 MST)

Email: pfheerbrandt@santafenm.gov

Item# 24-0007
Munis Contract# _____
ITB # 24/05/B

CITY OF SANTA FE
GENERAL SERVICES CONTRACT

On-Call General/Mechanical Construction Services

THIS Price Agreement is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **Mc Dowell Mechanical LLC** herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Definitions

A. "Products and Services Schedule" refers to the complete list of products and services offered under this 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. "Price Agreement" means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.

2. Scope of Work

A. The Contractor shall perform the following work:

The City of Santa Fe, Public Utilities Department, Wastewater Management Division (Wastewater) will establish a Price Agreement for on-call General and Mechanical Construction services work by New Mexico licensed contractors to provide miscellaneous repairs, upgrades, improvements, replacements, new construction services and material for facilities and processes throughout the Paseo Real Wastewater Reclamation Facility, the Sanitary Sewer Collection System, and other remote locations.

Wastewater shall provide, at a minimum, a detailed scope of work and/or drawings, generally defining the construction work required for the project. The Contractor shall be responsible for verifications of all existing conditions, measurements, and dimensions for bidding.

This Agreement is without assurance of quantity or dollar amount of work to be performed.

The Contractor shall perform diagnostic services and provide professionally prepared, stamped drawings, if needed, to obtain installation or construction permits.

Wastewater shall be able to utilize this On-Call Agreement as needed and as funding is available.

B. Other:

All work shall be in strict compliance with the national and state building mechanical, plumbing and electrical codes including SMACNA, and ASHRAE standards and in accordance with applicable City and state laws, the International Building Code (IBC) and the New Mexico building codes. The Contractor shall be responsible for all permits associated with this work as required by the governmental Authority Having Jurisdiction (AHJ).

Contractors shall be capable of providing all coordination, supervision and services required for comprehensive general construction, equipment replacement, upgrade and improvement projects and to provide new construction services including incidental design. The scope of an individual project may include equipment and fixtures whether attached or not to the building. It can include site and utility work, mechanical work, pavement restoration, building repair, renovation, painting, stucco, backfill services, digging, ditching, rock stabilization, concrete, and pour in place and form place finish. The utility work shall include building power systems such as solar panels, and piping and pumping systems, and waste treatment systems. It may also include demolition and abatement projects.

Wastewater reserves the right to procure specialty services directly from Statewide Price Agreements and other sources and shall be coordinated by the Contractor.

Wastewater reserves the right to obtain quotes from multiple vendors covered under this Agreement and award a project to a contractor based on the quotes.

Wastewater reserves the right to provide an escort and/or full-time supervision of the Contractor and its employees during any or all phases of a project, should Wastewater feel it is in its best interest to provide these extraordinary security services.

Wastewater reserves the right to escort any or all employees of the Contractor off its property, for any inappropriate conduct or actions that jeopardize the safety, security, or wellbeing of the facility or any individual. Inappropriate behavior by the Contractor, its employees or subcontractors may be grounds for immediate removal from this Agreement. Any employee of the Contractor found in violation of any law, while on City property, will be prosecuted.

C. Contractor:

Safety shall be of main concern and enforced by the Contractor on site. The Contractor shall comply with all local, state and federal laws governing safety, health and sanitation. The on-site superintendent shall always have a minimum OSHA 10 and preferably OSHA 30 card with them when on the jobsite. The Contractor shall follow the Occupational Safety and Health Act (OSHA) 29 CFR 1910.147 Standard pertaining to "Lockout/Tagout" procedures for hazardous energy.

Wastewater shall not in any way be responsible for any fines set forth for such violations of codes, OSHA standards or any other governing agency having jurisdiction at the work site. The Contractor shall provide all needed safeguards, safety devices, protective equipment and take any actions necessary to protect the life and health of employees on the job; the safety of the public and to protect the property in connection with the performance of the work covered by this Agreement.

All personnel working on the project and providing these services shall be experienced and certified in all areas related to this work and required by this Agreement. Journeymen level personnel shall have the ability and necessary skills to diagnose problems and to make the appropriate decisions needed to provide these services.

The Contractor shall agree to provide required labor within 24 hours for emergency situations.

Subcontracting of work is allowed and shall have prior approval by Wastewater. Subcontractors shall have the appropriate current valid Contractor's licenses for their work. Proof of licenses shall be furnished upon request.

There will be NO markups allowed for adding subcontractor costs or to cover general conditions (administrative costs and other related expenses) allowed on any of the quotes issued pursuant to this Agreement. If a subcontractor is hired for the project the reimbursement must be at actual cost of the subcontractor's cost. The cost of the subcontractor will be added at time of invoicing as a separate item to be paid by the department.

The Contractor shall provide all protective coverings necessary to protect existing, adjacent finishes while performing its work. If any damage is encountered during the contractor's work, the contractor will be held responsible for repairing any damage done by his employees, subcontractors, and vendors. The Contractor shall restore any damage to existing and/or adjacent finishes damaged while performing work and to make new work inconspicuous with the existing adjacent finishes.

The Contractor and its employees agree to cooperate with and to abide by the rules and requirements of Wastewater to not interfere with the daily operations or to jeopardize the health, safety or welfare of the employees or general public conducting business with Wastewater.

D. Bonding:

A one hundred percent (100%) performance bond and a one hundred percent (100%) payment and material bond executed by a surety company authorized to do business in the State of New Mexico will be required of the Contractor prior to each project over twenty-five thousand dollars ($25,000). Said bonds must be provided to Wastewater within ten (10) days of the request for the bonds. Failure to comply shall result in the order being issued to another vendor and the difference in the cost being charged back to the awarded Contractor.

E. Clean Up and Storage:

1) The Contractor will provide off-site legal disposal of all waste products, trash, and debris. Wastewater's trash receptacles will not be used by the Contractor. Sanitary facilities will "not" be available at the job site. Contractor shall be responsible for the provision and maintenance of portable toilets.

2) The Contractor, on a daily basis, shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. At completion of the Work, the Contractor shall remove the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials and shall then thoroughly clean the premises and the site to Wastewater's satisfaction.

3) Materials or equipment shall be delivered to the project in the manufacturer's original sealed, labeled containers and shall be adequately protected against moisture, dust, tampering or damage from improper handling or storage. Materials shall not be delivered to the site before they are needed.

4) Storage of materials and construction equipment shall be coordinated with Wastewater.

F. Task Order:

The Contractor shall be required to provide On-Call General Construction Services for any number of the activities listed under Scope of Work upon the request of Wastewater. When a service is identified, Wastewater shall provide, at a minimum, a detailed scope of work and/or drawings defining work required. Each project will be individually described in a "Task Order". The Task Order will describe the scope of work, the duration of the project with the date of Substantial Completion and if there are liquidated damages for not meeting the date of substantial completion. The date of Substantial Completion is the date when the space can be occupied or the Work used/operated and is turned over to Wastewater. Final completion is the date when the project is totally complete, the punch list work complete and the Contractor's final pay application/invoice is approved. The terms and conditions of the Contractor's Agreement will apply to all Task Orders.

Upon receiving the Task Order, the Contractor shall promptly visit the site and compare Wastewater's scope of work and/or drawings to the existing conditions and provide all services called for in addition to the requirements set forth in this Agreement. The Contractor will be required to provide a written quote (based upon the rates submitted in the Bid Form) and cost summary to include the work to be performed and the amount of time required for the completion of the project and submit to Wastewater at no cost to Wastewater. Project schedules, negotiated price, and completion dates shall be determined on a project-by-project basis and dependent upon the urgency of that task.

If any equipment or system cannot be economically repaired or has reached the end of its life cycle, the Contractor shall justify with costs and other information they need for replacement. If replacement is recommended, the Contractor will provide written justification for system and/or the model, size, and type of unit recommended along with any applicable efficiency data. Wastewater's standards will be discussed and taken into consideration when proposing

replacement units or systems. Any replacement unit shall be reviewed and approved by the requesting entity.

G. Change Orders:

Any change orders to the project scope will require an additional Task Order with backup materials and labor costs and shall be substantiated that there was no way of knowing the additional services were needed when the original quote was provided. Change orders shall be managed closely by Wastewater. Preventative measures shall be taken by both the contractor and Wastewater prior to issuing the Notice to Proceed. Such measures may include soil tests (soil boring); clarification of ambiguity in the project plan, the scope of work, the Task Order, the drawings, etc.; the project scope should be completely defined and agreed upon before any work begins.

3. Other Construction Related Terms and Conditions

A. Mediation:

Any controversy or claim arising between the parties shall be settled by mediation if the parties cannot reach a mutually agreeable solution. The parties shall endeavor to resolve their disagreement by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the procedures of the New Mexico Public Works Mediation Act (NMSA §13-4C-1 et seq.) except that before any party may select a mediator it must confer in good faith with the other party concerning the selection of a mutually acceptable mediator. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of notice of mediation session, unless stayed for a longer period by agreement of the parties or court order.

B. Inspection of Work:

If a Purchase Order is issued for the purchase of services, the following terms shall apply when applicable:

1) Services include services performed, workmanship, and material furnished or utilized in the performance of services.
2) The Contractor shall provide and maintain an inspection system acceptable to Wastewater covering the services under the Purchase Order. Complete records of all inspection work performed by the Contractor shall be maintained and made available to Wastewater during the term of performance of the Work and for as long thereafter as required.
3) Wastewater has the right to inspect and test all services contemplated to the extent practicable at all times and places during the term of the Project. Wastewater shall perform inspections and tests in a manner that will not unduly delay or interfere with the Contractor's performance.
4) If Wastewater 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 Purchase Order price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

5) If any part of the services does not conform with the requirements, Wastewater may require the Contractor to re-perform the services in conformity with the requirements at no increase in Purchase Order amount. When the defects in services cannot be corrected by re-performance, Wastewater may:
   i. require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements; and
   ii. reduce the Purchase Order price to reflect the reduced value of the services performed.
6) 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, Wastewater may:
   i. by Agreement or otherwise, perform the services and charge to the Contractor any cost incurred by Wastewater that is directly related to the performance of such service; or
   ii. cancel the Purchase Order for default.

THE PROVISIONS OF THIS ARTICLE ARE NOT EXCLUSIVE AND DO NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THE PURCHASE ORDER/PRICE AGREEMENT.

C. Suspension, Delay or Interruption of Work:

Wastewater may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the Work in whole or in part for such period as Wastewater may determine. 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.

If at any time there is a delay in the critical path of the Work due to postponement, due to the Contractor's efforts to justify an extension of the time or an increase in the Agreement price beyond the deadlines or due to the Contractor's refusal to proceed with any of the approved work, such delay and any Contractor costs resulting from it shall not serve as the basis for the extension of the Time for Completion or Agreement Completion Date or for an increase in the Agreement price.

D. Permits and Fees:

1) IF APPLICABLE- The Contractor shall secure and pay for the Building Permit and other permits and governmental fees, licenses and inspections and Certificate of Occupancy necessary for proper execution and completion of the Work. Changes or modifications to the Work shall include all requirements of this paragraph.

2) The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities applicable to performance of the Work.

3) IF APPLICABLE- Certificates of Inspection, use and occupancy will be delivered to Wastewater upon completion of the work in sufficient time for occupation of the facility in accordance with the approved schedule for the work. Contractor shall deliver a photocopy of the Building Permit to the Design Professional and Wastewater as soon as it is obtained.

E. Schedule, Progress Meetings and Reports:

1) The Contractor, promptly after being awarded a Project and before the first payment application, shall prepare and submit for Wastewater's information a Critical Path Construction Schedule for the work that indicates the intended start and completion of the various construction activities, which shall be implemented and adhered to by the Contractor, Subcontractors, material suppliers and equipment suppliers. At a minimum, the schedule shall be a GANTT type schedule and shall not exceed time limits allowed by the Task Order or Notice to Proceed with no fewer work breakdown events than line items of the Schedule of Values.

2) The Contractor shall perform the work in general accordance with the most recent schedule submitted to Wastewater.

3) Progress meetings shall be scheduled on a regular basis. The purpose will be to review the upcoming activities, any open issues and current progress. The Contractor shall keep any meeting minutes as needed. Progress schedules shall be updated regularly. A three-week look-ahead schedule should be presented at every project meeting. A new schedule shall be presented with any change orders.

4) The Contractor shall prepare a daily report each day the Contractor, subcontractors or any other entity are on the project. The daily reports shall be maintained at the site and be well organized. Wastewater may request copies at any time. The reports may include:

i. report date and who prepared the report;
ii. weather conditions - low temp, visibility, humidity, wind, wind direction, cloud conditions, precipitation amount, other notes;
iii. companies present by name and their number of workers, work location, total man hours that day for each company;
iv. equipment-type, source, units of work done, location of work, hour meter reading;
v. material brought to site-description, units, quantity, quality, location, time;
vi. visitors to site -name, company, time;
vii. safety concerns-company, contact, noticed by, work activity, safety issue, requirement, outcome: and
viii. quality assurance and control -company, description of issue, specification section, issued by.

F. Close-out Requirements:

The Contractor shall submit to Wastewater a separate and detailed Closeout Schedule indicating the date of Final Completion and all work to be completed before Final Completion

including Close-Out requirements. The punch list of incomplete or inadequate work shall also be submitted when the work is substantially complete. Failure to include any item on the punch list does not alter the responsibility of the Contractor to complete all work in accordance with the Agreement Documents.

Before final completion can be achieved, all Work must be complete and accepted including the following as applicable:

1) Work associated with Punch List(s);
2) Testing, balance or performance operations complete and in agreement that associated work is in compliance with the Agreement Documents;
3) One hard copy and one electronic copy in .pdf format of final approved test, balance or performance report(s) complete with directory of contents submitted to Wastewater;
4) As-Built drawings delivered in AutoCAD or electronic format;
5) Written certification signed by Wastewater of delivery and stocking of extra material, equipment or components required by the Purchase Order at a location established by Wastewater;
6) Delivery of all warranties required by the work;
7) All keys, passes, codes, software or other methods or components of control or security which have been correctly and adequately accounted for and closed-out;
8) Start-up of any new equipment and training of staff on all new equipment;
9) Operations and Maintenance Manuals;
10) A certified statement of Release of Liens (AlA Document G706A or approved form) and Consent of Surety.

G. Warranty:

The Contractor shall warrant its work (non-roofing and equipment), for materials and for workmanship furnished and performed under this Agreement for a period of one (1) year minimum from the date of acceptance or Substantial Completion. The Contractor shall warrant its work for repairs or restoration of existing systems and work for ninety (90) days from the date of acceptance or Substantial Completion. It is understood that some equipment is far beyond its normal life and a warranty cannot be extended/supplied. Contractor must pass on to Wastewater warranties of replaced roofs and equipment offered by the manufacturer.

H. Materials and Parts:

Contractor shall submit billings, based on actual Contractor costs for materials, less any applicable percentage for discounts.

Contractor shall provide verification that materials purchased were used for the project. Any unused, billed for materials shall be turned over to Wastewater for which the work was provided.

All material shall be new and of the highest quality available for the type of work being performed. The purchase of major equipment or material must be preceded by submission of

submittal data on the proposed equipment or material and shall be reviewed and approved by Wastewater.

No used materials shall be used on the project. Recycled materials specifically prepared for reuse to meet "LEED" certification may be permitted with Wastewater's approval.

Replacement systems and related equipment shall meet current minimum "Energy Star" energy conservation standards.

Furnishing of submittal data for any/all new equipment and materials as well as O&M' s is required. Training of site personnel for the proper operation of newly installed equipment/systems and its related controls will be required for completion. This training will be acceptable to the person in charge of the facility and/or the City's Project manager in charge of the project.

Wastewater reserves the right to purchase materials directly from existing Statewide Price Agreements and other sources, and to provide these materials to the Contractor. The Contractor shall provide an itemized, quantifiable list of materials required for the project.

If the Contractor is requesting reimbursement for materials used on the work, copies of the invoices for the materials must be included when submitting invoices/pay applications. The Contractor may NOT add markups for the materials purchased.

4. Compensation

The City shall pay to the Contractor based upon fixed labor rates as listed in Appendix A. The total compensation under this Agreement shall not exceed $2,000,000.00 including New Mexico gross receipts tax.

5. 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.

6. Term

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on the date approved by the City and end June 30, 2027. The City reserves the right to renew the Agreement on an annual basis by mutual agreement not to exceed a total of four years in accordance with NMSA 1978, §§ 13-1- 150 through 152.

7. Default and Force Majeure

The City reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of 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 Agreement.

8. 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 8.A and 18, 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.*

9. 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 8 herein, or to agree to the reduced funding.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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 Agreement.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. Applicable Law

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-2. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

29. 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 27 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

30. 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.

31. 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.

32. Inspection

If this Agreement 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.

33. Inspection of Services

If this Agreement 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 Agreement 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 Agreement 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 Agreement 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 Agreement for default.

34. Insurance

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

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

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

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

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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.

41. 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.

42. 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:
Paul F. Heerbrandt, P.E., Engineer Supervisor
73 Paseo Real
Santa Fe, NM 87

pfheerbrandt@santafenm.gov

To the Contractor:
Kenneth McDowell
P. O. Box 6771
Santa Fe, NM 87502
mcdowellmechanicalsf@gmail.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.

43. Succession

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

44. Performance Bond

A one hundred percent (100%) performance bond and a one hundred percent (100%) payment and material bond executed by a surety company authorized to do business in the State of New Mexico will be required of the Contractor prior to each project over twenty-five thousand dollars ($25,000). Said bonds must be provided to Wastewater within ten (10) days of the request for the bonds. Failure to comply shall result in the order being issued to another vendor and the difference in the cost being charged back to the awarded Contractor.

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 (Jan 11, 2024 20:52 MST)

ALAN WEBBER, MAYOR

DATE: Jan 11, 2024

CONTRACTOR:
Mc Dowell Mechanical LLC

NAME: Kenneth McDowell

Owner
TITLE

DATE: 10-18-2023
CRS# 0-179-001-024
Registration # _____

ATTEST:

Geralyn Cardenas (Jan 12, 2024 09:15 MST)

GERALYN CARDENAS, INTERIM CITY CLERK
GB MTG 1/11/2024 XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Oct 17, 2023 13:50 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (Dec 13, 2023 18:45 MST)

EMILY OSTER, FINANCE DIRECTOR
5000375.572970
Org.Name/Org.#

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/19/2023

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	CONTACT NAME:	
Info Info Coterie Insurance info@coterieinsurance.com	PHONE (A/C, No, Ext): 855-566-1011	FAX (A/C, No):
	E-MAIL ADDRESS: support@coterieinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Spinnaker Insurance Company	24376
INSURED MCDOWELL MECHANICAL LLC PO Box 6771 Santa Fe NM 87502-	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **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 ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY ☐ PRO-JECT ☐ LOC OTHER:			CSG-00112688-00	10/19/2023	10/19/2024	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 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐ N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

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

CERTIFICATE HOLDER

CITY OF SANTA FE
200 LINCOLN AVE.

SANTA FE Ne 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

Pete Buccola

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License Number: 232540

MCDOWELL MECHANICAL

License Details () | Tab Elements () | Main Menu ()

License Details

License Type:	Out of Jurisdiction Business License Renewable	**District:**	Default
		Applied Date:	04/14/2023
Period Start Date:	04/14/2023		
Status:	Renewed	**Expiration Date:**	04/14/2024
Description:			

Business Locations Fees Attachments Contacts More Info

Business () | Next Tab () | License Details () | Main Menu ()

Business

Company Name:	MCDOWELL MECHANICAL	**DBA:**	MCDOWELL MECHANICAL
Open Date:			
Company Type:	Limited Liability Company	**Status:**	Active
		Closed Date:	
District:	Default	**Last Audit Date:**	
Location:	Residential		

Services Offered to the City of Santa Fe (9.2023)

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

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

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

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

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

CITY OF SANTA FE

PURCHASING OFFICE

200 Lincoln Ave Room 122 Santa Fe, NM 87505

Travis Dutton-Leyda, CPO

DATE: 09/21/2023
BID NUMBER: 24/05/B
PREPARED BY: Kathy Sanchez

Item	Approx.Qty.	UOM	Article and Description	Vendor	Vendor	Vendor	Vendor
				A.A.C.	All-Rite/RiteCon	AnchorBuilt	McDowell Mechanical
			Wage Rates for Projects Under $60,000				
1	1	HR	Superintendent - Regular Hourly Rate	$225.00	$85.00	$100.00	$95.00
2	1	HR	Superintendant - Overtime Hourly Rate	$337.50	$85.00	$150.00	$142.50
3	1	HR	Journeyman or Experienced Worker - Regular Ho	$125.00	$85.00	$95.00	$65.00
4	1	HR	Journeyman or Experienced Worker - Overtime H	$187.50	$85.00	$142.50	$100.00
5	1	HR	Laborer - Regular Hourly Rate	$95.00	$75.00	$65.00	$35.00
6	1	HR	Laborer - Overtime Hourly Rate	$142.50	$75.00	$97.50	$50.00
			Wage Rates for Projects Over $60,000				
7	1	HR	Superintendent - Regular Hourly Rate	$235.00	$85.00	$105.00	$125.00
8	1	HR	Superintendant - Overtime Hourly Rate	$352.50	$85.00	$155.00	$187.50
9	1	HR	Journeyman or Experienced Worker - Regular Ho	$135.00	$85.00	$100.00	$85.00
10	1	HR	Journeyman or Experienced Worker - Overtime H	$202.50	$85.00	$150.00	$125.00
11	1	HR	Laborer - Regular Hourly Rate	$105.00	$85.00	$75.00	$55.00
12	1	HR	Laborer - Overtime Hourly Rate	$157.50	$85.00	$112.50	$75.00
			Misc. Rates				
13	1	Disc.	Discount off all materials. Enter zero if no discour	0%	0%	0%	0%
14	1	Daily	Temporary Site office trailer, rental rate	$150.00	$100.00	$15 ($450/Month)	$450.00
15	1	Daily	Temporary fencing, rental rate	$5,000.00	$100.00	$16.75 UOM=100ft ($500/Month)	$250.00
16	1	Dialy	Sanitary/toilet facilities, rental rates	$500.00	$20.00	$6.75	$25.00

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Utilities Department/Wastewater Management Division	11/7/2023

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
On-Call Construction Services	5000375	572970		500,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 500,000	$ -

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

Budget increase from Cash Balance in WWMD Enterprise Fund to Fund On-Call Construction services with McDowell Mechanical for the balance of FY 2024

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
500	(500,000)
TOTAL:	**(500,000)**

P. Fred Heerbrandt, P.E. — 11/7/2023
Prepared By *{print name}* — Date

John DeDuis (Nov 28, 2023 15:30 MST) — Nov 28, 2023
Division Director Signature *{optional}* — Date

Department Director Signature — Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins (Dec 7, 2023 12:32 MST) — Dec 7, 2023
Budget Officer — Date

Emily K. Oster (Dec 13, 2023 18:45 MST) — Dec 13, 2023
Finance Director *{≤ $5,000}* — Date

John Blair (Dec 18, 2023 11:12 MST) — Dec 18, 2023
City Manager *{≤ $60,000}* — Date

City of Santa Fe

Summary of Contract, Agreement, Amendment & Lease

All applicable fields to be completed by department (complete 1.b only if you are processing an amendment):

1.a Munis Contract: _____ Procurement # (RFP/ITB# If any): ITB #23/66/B

Contractor: McDowell Mechanical, LLC.

Procurement Method: *Small Purchase* ☐ *RFP* ☐ *ITB* ☑ *Sole Source* ☐ *GSA* ☐ *Cooperative* ☐ *Exempt* ☐

Description/Title: WWRF On-Call Mechanical and General Construction Services

Contract: ☒ Agreement: ☐ Lease/Rent: ☐ Amendment: ☐

Term Start Date: on approval Term End Date: 4 years from approval Total Contract Amount: 2,000,000.00

☐ Approved by Council *(If over the City Manager's approval threshold, you must go through GB)* _____

Contract / Lease:

1.b Amendment #: _____ to the Original Contract/Lease # _____

Increase/(Decrease) Amount $: _____

Extend Expiration Date to: _____

☐ Approved by Council *(If the original went through GB, all amendments must go through GB regardless of the amendment reason)* Date: _____

Amendment is for:

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

3. Procurement History: ITB #23/66/B

JoAnn Lovato Montaño — Dec 7, 2023

Purchasing Officer Review: Date:

Comment & Exceptions: _____

4. Funding Source: WWMD Enterprise Fund **Org / Object:** 5000375/572970

Andy Hopkins — Dec 7, 2023

Andy Hopkins (Dec 7, 2023 12:32 MST)

Budget Officer Approval: Date:

Comment & Exceptions: _____

5. Grant History (if applicable): _____

Grants Administrator Approval: _____ **Date** _____

Staff Contact who Completed This Form: P. Fred Heerbrandt, P.E. Phone #: 505-955-4623

Email: pfheerbrandt@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

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

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: McDowell Mechanical, LLC.

Procurement/contract Title: On-Call General /Mechanical Construction Services

Procurement Method: ☐Sole Source ☐State Price Agreement/Existing ☐ Cooperative

☐Request For Proposals(RFP) ☒Invitation To Bid (ITB) ☐Exempt: 13-1-98

☐Small Purchase (Contract Under $60,000) ☐Other: _____

Requesting Department: Public Utilities Staff Name: P. Fred Heerbrandt, P.E.

Procurement Requirements:

Procurement files shall be maintained for all purchases and contracts, regardless of the method of procurement. The procurement files shall contain the basis on which the awards are made, all submitted bids/proposals, all evaluation materials (bid tabs or Evaluation Committee Reports), scoresheets, quotations, and all other documentation related to or prepared in conjunction with evaluations, negotiations, and the award processes. The procurements shall contain written determinations from the Requesting Departments, signed by the Chief Procurement Officers (this document), setting forth the reasoning for the contract award decisions before submitting them to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING

YES	N/A		YES	N/A	
☐	☒	**Written Determination (srvs)**	☐	☒	**Quote(s) (3 Valid & Current for Over 20k)**
☐	☐	**RFP (include ECR)**	☒	☐	**BAR**
☒	☐	**ITB (include bid tab)**	☐	☒	**FIR**
☐	☐	**Other:** _____	☒	☐	**Certificate of Insurance (srvs)**
☐	☐	**Cooperative Agreements and GSAs and Statewide Price Agreements (include the cover page to show valid date, scope page, and items to be purchased)**			
☒	☐	**Horizon Declination or Screenshot of horizonsofnewmexico.org/services.html (srvs)**			
☒	☐	**Summary of Contract (only on contracts)**			
☒	☐	**Current Business Registration (always)**			
☒	☐	**Executed Contract or Price Agreement (legal and contractor must sign before purchasing approves)**			
☐	☒	**Chief Procurement Officer (or designee) Approval for Exempt from Procurement (use memo on our site)**			
☐	☒	**Evaluation Committee Report (RFPs only)**			
☐	☒	**Signed Sole Source Determination, Vendor Written Quote, SS Letter from Contractors, and 30 Days Email**			
☒	☐	**>20k = Memo addressed to City Manager (Under 150K) Committees/City Council (Over 150K)**			

P. Fred Heerbrandt, P.E	Engineer Supervisor	Oct. 20, 2023
Department Point of Contact	Title	Date
John Dupuis (Nov 28, 2023 15:30 MST)		Nov 28, 2023
Department Director		
JoAnn Lovato Montaño		Dec 7, 2023
Chief Procurement Officer		Date
ITT Representative	Title	Date

CoSF Version 2 10.17.2023

GB 500 McDowell 23-66-B ITB

Final Audit Report 2023-12-18

Created:	2023-12-07
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAvBxmGQszPFWK3nLUEoHwuo445YJaX9S1

"GB 500 McDowell 23-66-B ITB" History

Document created by Kristy Miera (kamiera@santafenm.gov)
2023-12-07 - 6:15:36 PM GMT

Document emailed to Andy Hopkins (ajhopkins@santafenm.gov) and aclotero@santefenm.gov for signature. One of them to sign
2023-12-07 - 6:59:13 PM GMT

Email viewed by Andy Hopkins (ajhopkins@santafenm.gov)
2023-12-07 - 6:59:41 PM GMT

Document e-signed by Andy Hopkins (ajhopkins@santafenm.gov)
Signature Date: 2023-12-07 - 7:32:50 PM GMT - Time Source: server

Document emailed to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2023-12-07 - 7:32:52 PM GMT

Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)
2023-12-07 - 7:35:20 PM GMT

Document e-signed by JoAnn Lovato (jdlovato@santafenm.gov)
Signature Date: 2023-12-07 - 7:51:09 PM GMT - Time Source: server

Document emailed to ekoster@santafenm.gov for signature
2023-12-07 - 7:51:11 PM GMT

Email viewed by ekoster@santafenm.gov
2023-12-07 - 7:51:38 PM GMT

Email viewed by ekoster@santafenm.gov
2023-12-11 - 8:41:45 PM GMT

Powered by Adobe Acrobat Sign

Email viewed by ekoster@santafenm.gov
2023-12-14 - 1:26:50 AM GMT

Signer ekoster@santafenm.gov entered name at signing as Emily K. Oster
2023-12-14 - 1:45:03 AM GMT

Document e-signed by Emily K. Oster (ekoster@santafenm.gov)
Signature Date: 2023-12-14 - 1:45:05 AM GMT - Time Source: server

Document emailed to jwblair@santafenm.gov for signature
2023-12-14 - 1:45:07 AM GMT

Email viewed by jwblair@santafenm.gov
2023-12-14 - 3:33:29 AM GMT

Email viewed by jwblair@santafenm.gov
2023-12-18 - 6:11:35 PM GMT

Signer jwblair@santafenm.gov entered name at signing as John Blair
2023-12-18 - 6:12:01 PM GMT

Document e-signed by John Blair (jwblair@santafenm.gov)
Signature Date: 2023-12-18 - 6:12:03 PM GMT - Time Source: server

Agreement completed.
2023-12-18 - 6:12:03 PM GMT

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Utilities Department/Wastewater Management Division	10/28/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
On-Call Construction Services	5000375	572970		500,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 500,000	$ -

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

Budget increase from Cash Balance in WWMD Enterprise Fund to Fund On-Call Construction services with McDowell Mechanical for the balance for FY26. please specify McDowell when posting.

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
Fund 500	(500,000)
TOTAL:	**(500,000)**

P. Fred Heerbrandt, P.E. — 10/28/2025
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date
Jesse Roach
Jesse Roach (Nov 3, 2025 12:38:39 MST)

Department Director Signature — Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins — 11/05/2025
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/27/2025

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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	CONTACT NAME: John Lettieri	
Executive Choice Insurance Solutions 2366 Golden Mile Hwy #211 Pittsburgh PA 15239	PHONE (A/C, No, Ext): 833-600-5833	FAX (A/C, No):
	E-MAIL ADDRESS: john@executivechoiceins.com	
	INSURER(S) AFFORDING COVERAGE	**NAIC #**
	INSURER A : Preferred Contractors Insurance Company RRG, LLC	12497
INSURED McDowell Mechanical LLC 13009 Marble AVE NE ALBUQUERQUE NM 87112	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **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** [X] CLAIMS-MADE [ ] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		COCM02-2025-04659	10/23/2025	10/23/2026	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 $ 50,000 $ 5,000 $ 1,000,000 $ 1,000,000 $ 1,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

Proof of Insurance

CERTIFICATE HOLDER

City of Santa fe Mcdowell
73 Paseo Real
Santa Fe NM 87507-8482

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

John Lettieri

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CITY OF SANTA FE

The Purchasing Memo

Date: October 29, 2025

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

From: LeRoy Alvarado Operations Manag *leRoJ Atvarado* L,RoyAlarado[Oct30,2025074527MDT)

Via: Micheal Dozier, Waste Management Division Director

Subject: Conference Room Re-Roof

Vendor Name: National Roofing Company

Munis Vendor Number: 8113

ITEM AND ISSUE:

The Waste Management Division Wastewater Treatment Plant respectfully requests your review and approval for Construction services in the total amount of $330,722,00 including GRT tax for removal of existing roof and replacement for a term of one year with National Roofing Company.

CONTRACT NUMBER:

n/a

BACKGROUND AND SUMMARY:

The Wastewater treatment plant has a building that is used as a conference room and houses a treatment process No.3 Dissolved air Floatation (DAF) electrical Motor Control Center (MCC). Just recently the roof started leaking excessively to the point where the electrical components are in danger of water exposure from the leaking roof. The building is 64years old and cannot be demolished due to the installation of the DAF in 2010. This building has two roof assemblies in place. Current building codes prohibit the installation of a third system. Removing the two existing system and installing a new roof assembly is the best approach to avoid a potentially extreme Health and safety danger.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Wastewater Management 500

Munis Org Name/Number: WW Collections 5000362

Munis Object Name/Number: Repair and Maintenance Building/Structure 520100

Budget Officer / Designee: *Andy Hopkins* **Date:** 11/06/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-129, Statewide Price Agreement

State Wide Price Agreement 30-00000-23-00051 Expire August 10, 2026

Chief Procurement Officer (CPO) / Designee: _____ **Date:** 11/09/2025

CPO Comment/Exceptions: WW must track bonds, DWS requirements, subcontractors, etc.

ASSOCIATED APPROVALS:

IT Components included? ☐ **Yes |** ☒ **No**

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

Comment/Exceptions: _____

Vehicles included? ☐ **Yes |** ☒ **No**

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

Is this an externally funded purchase? ☐ **Yes |** ☒ **No**

If yes, what is the issuing agency: _____

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

Comment/Exceptions: _____

Is this a Capital Asset or Project? ☐ **Yes |** ☒ **No**

Project Ledger Number: _____

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

Comment/Exceptions: _____

ATTACHMENTS:

Department approval email from Facilities
Procurement document: Statewide Price Agreement
Vendor's Quote
Certificate of Liability Insurance

From: BURNETT, SAM
To: ALVARADO, LEROY M.
Cc: DOZIER, MICHAEL L.
Subject: RE: National Roofing Quote
Date: Thursday, October 23, 2025 4:37:21 PM
Attachments: image002.png
image003.png
image004.png

Approved!

Sam Burnett
Director | Facilities Division | Public Works Dept.
Website: www.santafenm.gov
Email: jsburnett@santafenm.gov
Phone: (505) 795-2491
LinkedIn: jsburnett



Book time to meet with me

From: ALVARADO, LEROY M. <lmalvarado@santafenm.gov>
Sent: Thursday, October 23, 2025 9:02 AM
To: BURNETT, SAM <jsburnett@santafenm.gov>
Cc: DOZIER, MICHAEL L. <mldozier@santafenm.gov>
Subject: FW: National Roofing Quote

Good morning am,
We here at the WWTP are in the need to complete repairs to a roof on one of our buildings. Is this something we need to run through you for approval or can we proceed with repairs. Attached is the proposal we received from National Roofing. They completed a roof repair on another building here.
Respectfully,

LeRoy Alvarado
Operations Supervisor
Wastewater Management Division
City of Santa Fe
73 Paseo Real
Santa Fe, NM 87507

C: 505-469-5358
O: 505-955-4642
lmalvarado@santafenm.gov
santafenm.gov



From: Douglas Harrison <douglash@nationalroofing.com>
Sent: Tuesday, September 30, 2025 2:05 PM
To: ALVARADO, LEROY M. <lmalvarado@santafenm.gov>
Cc: Lori Gunnare <Lori@NationalRoofing.com>
Subject: National Roofing Quote

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

Good Afternoon Leroy,

Thank you for taking the time this morning to go over the bid for the conference room. To recap you stated that you were going to see if you could possibly reroute the coax cable that is located in the vault and see about eliminating the vault altogether. Please let us know if you will still want us to have our MEP contractor remove the actual vault and conduit once you have rerouted the wire, or if you plan on eliminating it, we can have it stricken from the scope. We additionally spoke about the stucco being temperature sensitive and about this portion potentially moving to the spring if procurement takes longer than expected. Attached is the bid abstract, and the document I created for you covering the items which are driving cost. Please feel free to reach out to me or Lori if you have any additional questions.



NATIONAL ROOFING COMPANY

6821 Academy Parkway West NE Albuquerque, NM 87109

O (505) 998-2304 | F (505) 883-1719 | M (505) 259-2808

www.nationalroofing.com
Roofing emergency? Call our 24/7 service team at 505-998-2319

DocuSign Envelope ID: 78768945-9FBB-48AF-B846-A93769EF7506

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
12 Vendors

Number: **30-00000-23-00051**

Amendment No.: **One**

Term: **August 9, 2023 - August 8, 2025**

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:
As Requested at Time of Order

Procurement Specialist: **Clarke J. Fountain**

Telephone No.: **(505) 629-2964**

Email: **ClarkeJ.Fountain@gsd.nm.gov**

Title: **Roofing Services**

This amendment is to be attached to the respective Price Agreement and become a part thereof.

To correct the Term expiration date from August 8, 2024, to August 8, 2025.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Dorothy Mendonca

Date: 4/30/2024

Dorothy Mendonca
New Mexico State Purchasing Agent

JC CF

DocuSign

Certificate Of Completion

Envelope Id: 787689459FBB48AFB846A93769EF7506
Subject: DocuSign: 30-00000-23-00051 Roofing Svcs A001
Source Envelope:

Status: Completed

Document Pages: 1
Certificate Pages: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled

Signatures: 1
Initials: 2

Envelope Originator:
Clarke Fountain
1100 S Saint Francis Dr
Santa Fe, NM 87502

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

ClarkeJ.Fountain@gsd.nm.gov
IP Address: 164.64.62.10

Record Tracking

Status: Original
4/30/2024 10:12:40 AM
Security Appliance Status: Connected
Storage Appliance Status: Connected

Holder: Clarke Fountain
ClarkeJ.Fountain@gsd.nm.gov
Pool: StateLocal
Pool: GSD

Location: DocuSign

Location: DocuSign

Signer Events	Signature	Timestamp
Tami Concha tami.concha@gsd.nm.gov Const. Supervisor New Mexico General Services, State Purchasing Division Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	JC Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 4/30/2024 10:14:31 AM Resent: 4/30/2024 11:37:52 AM Resent: 4/30/2024 11:47:00 AM Viewed: 4/30/2024 11:47:46 AM Signed: 4/30/2024 11:47:53 AM
Clarke Fountain clarkej.fountain@gsd.nm.gov Procurement Specialist New Mexico General Services Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	CF Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 4/30/2024 11:47:54 AM Viewed: 4/30/2024 11:57:43 **AM** Signed: 4/30/2024 11:57:51 AM
Dorothy Mendonca dorothy.mendonca@gsd.nm.gov SPD Division Director / State Purchasing Agent General Services Department Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/14/2023 7:24:59 AM ID: 51f6380f-50f7-4227-afb5-572b373dfb7c	Dorothy Mendonca Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 4/30/2024 11:57:52 AM Viewed: 4/30/2024 11:59:49 **AM** Signed: 4/30/2024 11:59:53 AM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/30/2024 10:14:31 AM
Envelope Updated	Security Checked	4/30/2024 10:47:43 AM
Envelope Updated	Security Checked	4/30/2024 10:47:44 AM
Envelope Updated	Security Checked	4/30/2024 10:47:44 AM
Envelope Updated	Security Checked	4/30/2024 10:47:44 AM
Certified Delivered	Security Checked	4/30/2024 11:59:49 AM
Signing Complete	Security Checked	4/30/2024 11:59:53 AM
Completed	Security Checked	4/30/2024 11:59:53 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD),** please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a $1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: *GSD.SPDinfo@state.nm.us*

G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a $1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to *GSD.SPDinfo@state.nm.us* and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:
https://support.docusign.com/ guides/signer-guide-signing-system-requirements

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to "I agree to use electronic records and signatures," before you click "CONTINUE" within the DocuSign system.

By selecting the check-box next to "I agree to use electronic records and signatures," you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.

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State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Vendor:
12 Vendors (see pages 6 & 7)

Email:
Telephone No.:

Price Agreement Number: 30-00000-23-00051

Payment Terms: Net 30

F.O.B.: Destination

Delivery: As Requested

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:
As Requested at Time of Order

Procurement Specialist: Clarke J. Fountain

Telephone No.: (505) 629-2964

Email: ClarkeJ.Fountain@gsd.nm.gov

Title: Roofing Services

Term: August 9, 2023 - August 8, 2024

This Statewide Price Agreement is made subject to the "terms and conditions" as indicated on subsequent pages.

Accepted for the State of New Mexico

Valerie Paulk

Date: 8/8/2023

Dorothy Mendonca
New Mexico State Purchasing Agent

x **This Agreement was signed on behalf of the State Purchasing Agent**

MS CF

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Terms and Conditions

(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.

2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.

3. **Assignment:**

a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.

b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.

4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.

5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid.

6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.

7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.

8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. **Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**

9. **Taxes:** The unit price shall exclude all state taxes.

10. **Packing, Shipping and Invoicing:**

a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.

b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.

c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.

11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor 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 Vendor, 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

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subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

12. **Non-Collusion:** In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

13. **Nondiscrimination:** Vendor doing business with the State ofNew Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

14. **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.

15. **Items:** All bid items are to be NEW and of most current production, unless otherwise specified.

16. **Payment for Purchases:** Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

17. **Workers' Compensation:** The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

18. **Submission of Bid:** Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

19. **Contractor Personnel:** Personnel proposed in the Contractor's written bid to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

20. **Subcontracting:** The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

21. **Records and Audit:** The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chieflnformation Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

22. **Subcontracts:** The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

New Mexico Employees Health Coverage

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average

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of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds $250,000 dollars.

B. Contractor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already **in** place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site **link** to additional infonnation: https://bewellnm.com.

D. For purposes of this Paragraph, the following terms have the following meanings:

(1) "New Mexico Employee" means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of the location of Contractor's office or offices; and

(2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

Statewide Price Agreement

Article I- Statement of Work
Under the terms and conditions of this Price Agreement all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be as listed under Article IX - Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by the New Mexico State Purchasing Agent, his/her designee or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.

Article II - **Term**
The term of this Price Agreement, for issuance of orders, shall be as indicated in the specifications.

Article III - Specifications
Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX-Price Schedule. Orders issued against this schedule will show the applicable Price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV - Shipping and Billing Instructions
Contractor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the user may place with the Contractor during the term; The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item; Delivery shall be made as indicated on page1. If vendor is unable to meet stated delivery the State Purchasing Agent or his/her designee must be notified.

Article V - Termination
The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall **(i)** identify all the Agency's

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material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall on
ly be effective (i) if the Agency 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 Agency 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. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or defau It. In such instances the contract may be cancelled effective immediately.

Article VI - Amendment
This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided in the bid and price agreement specifications.

Article VII - Indemnity Clause
Contractor shall indemnify and hold harmless the State, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from Contractor's, and/or its employees, own negligent act or omission while Contractor, and/or its employees, perform or fails to perform its obligations and duties under the Terms and Conditions of this agreement. This save harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., N.M.S.A. 1978 comp. and Section 57-7-1 N.M.S.A. 1878 comp. and any amendments thereto.

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), bodily and/ or personal injury(s) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement.
Vendor shall provide all insurance necessary to employees on the work site, including but not limited to Worker's Compensation.

Article VIII - Issuance or Orders
Only written signed orders are valid under this Price Agreement.

Article IX - Packing (if applicable)
Packing shall be in conformance with standard commercial practices.

Article X- Price Schedule
Prices as listed in the price schedule hereto attached are firm.

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Awarded Vendors:

(AA) 0000107401
All-Rite Construction, Inc.
PO Box67904
Albuquerque, NM 87121
505 344 7663
Meshach@ritecon.com

(AB) 0000043592
DKG & Associates, Inc.
7000 Huseman Place SE
Albuquerque, NM 87121
505 873 4660
wgood@dkgroof.com

(AC) 0000174782
Double E Builders (Eric Varela)
P.O.Box234
Pecos NM 87552
505 2318967
double.ebuildersnm@gmail.com

(AD) 0000059705
Everguard Roofing, LLC
512 Veranda Rd NW
Albuquerque, NM 87107
505-821-9543
joe@everguardroofing.com

(AE) 0000167639
Jaypen Construction LLC
dba Jeremy Martinez
101 B Paseo Nopal
Santa Fe, New Mexico 87507
505-920-0710
jeremy.jaypenconst@gmail.com

(AF) 0000047175
National Roofing Co. Inc.
6821 Academy Parkway West NE
Albuquerque, NM 87109
505-883-3000
estimating@nationalroofing.com

(AG) 0000064274
Progressive Services, Inc.
6320 2ndSt. NW
Albuquerque, NM 8709
505-341-3800
jaclyn.saiz@progressiveus.com

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(AH) 0000168093
Rhino Roofing, Inc
2121 Osuna Rd NE
Albuquerque, NM 87113
505 242 1602

rhinoroofingjolyn@gmail.com; rhinoroofingdavid@gmail.com

(AI) 0000163370
Ridgetop Roofing Inc.
PO BOX 10814
Albuquerque, NM 87184
505 980 2714
Ronzol7@aol.com

(AJ) 0000174893
Sunwest Roofing, LLC (Manuel Alvarado)
7026 1/2 2nd St NW
Albuquerque, NM 87107
505-890-5532
viri@sunwestroofing.com

(AK) 0000174836
TopTier Industries LLC (Jose Mendoza)
305 Bronco Buster Rd. SW
Deming, NM 88030
575 694 4024
jmendoza@toptier-ind.com

(AL) 0000051414
WWRC,Inc.
1716 W. 7th
Clovis, NM 88101
575-749-7685
wwrc@wwrcinc.com; ricky@wwrcinc.com; scotth@wwrcinc.com

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Specifications

The State of New Mexico wishes to establish a Statewide Price Agreement for Roofing Services available to all state agencies, local public bodies, state political subdivisions, and other state entities allowed by law (referred to herein as "user agency" or "State"), may procure from this price agreement.

Scope of Work

The work shall include, but not limited to removal of all existing defective or damaged roofing materials, all preparation work and lay-out needed/required for installation of new roofing materials and other roofing related work required to make the building weather tight. All materials used for repairs shall be compatible with the existing roofing systems involved, ranging from, but not limited to, built-up asphalt and gravel, PVC, EPDM, TPO, HYPALON, modified bitumen and metal roofing panels. Any repairs to the substrate and/or building interior due to water damage may be included. Asbestos/mold testing and removal may be covered. All work shall be installed in strict compliance with the manufacturer's requirements and roofing industry standards, by workers trained and certified by the applicable roofing materials manufacturer.

All work area(s) shall be maintained in a neat and workmanlike manner. The contractor shall provide all clean-up for its operations and control of all construction debris. All construction debris shall be removed from the work areas and disposed of at an approved waste disposal site. The owner's trash container for the building shall not be used for disposal of construction debris. All personnel working on the project and providing these services shall be experienced and certified in all areas related to this work and required by this contract. Foremen level personnel shall have the ability and necessary skills to diagnosis problems and to make the appropriate decisions needed to provide these services.

Contractor's price shall include all labor costs, tools, equipment, materials, permits, overhead, profit, insurance and any other fees necessary to perform the work called for in the owner's scope of work and drawings for this project. Contractor shall provide quote separating materials, labor, per diem and mileage, bonds, permits, Gross Receipts Tax, and discounts. Contractor is responsible for any required permits and wage rates including the applications and costs. Any profit and overhead shall be rolled into the labor cost: it is not allowed as a markup. Subcontractor quotes may not be marked up and must be shown as quote line items. Rental equipment costs are allowed as well as temporary fencing and port-a-potties. The cost for stamped drawings, if not provided by the Owner, is allowed. The cost of subcontractors needed to remove and reconnect utility lines/equipment on the roof is allowed. Crane and scaffolding costs are allowed. The cost for materials may include shipping/delivery. Testing for wet sub-surfaces or leaks is an allowable cost.

Per diem: Contractor must agree to the maximum "Per Diem Rate" for any per diem charged to the procuring agency for contracted work as defined below:

"Per Diem Rate" means lodging, meals, and incidentals (excluding taxes). Reference Section Lodging by month and Section Meals & Incidentals Breakdown link:
https://www.gsa.gov/travel/plan-book/per-diem-rates

Mileage: One way per mile cost, per service (measured from contractor's office/shop to the requested job site, for travel in excess of 50 miles one way)

Contractor must agree to the maximum "Mileage Rate" for any mileage charged to the procuring agency for contracted work as defined below: "Mileage Rate" means Only the mileage from the dispatch to the customer site for repair orders for each mile traveled by vehicle as referenced in IRS standard mileage rates using link https://www.irs.gov/tax-professionals/standard-mileage-rates/

At the travel rate for that period/year travel was performed. Mileage calculation shall be evaluated with https://mapquest.com for reimbursement.

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The State of New Mexico requires that all materials shall be new and of the highest quality and at the best attainable price available for the type of work being performed.

No used materials shall be used on the project. Recycled materials specifically prepared for reuse to meet "LEED" certification will be permitted.

When a service is needed, the using agency shall provide, at a minimum, a detailed scope of work and/or drawings defining work required.

The contractor shall visit the site and compare the owner's scope of work and/or drawings to the existing conditions and provide all services called for in addition to the requirements set forth in this contract.

The contractor will be required to provide a written quote, to include the work to be performed and the amount of time required for the completion of the project and submit to the using agency at no cost to the state. Agency can be billed for the sub-contractor without markup

Prior to commencement of any work performed the using agency will issue a notice to proceed for the work upon receipt of a purchase order, based on the prices set forth by vendors quote.

The contractor shall begin the work based on the priority identified by the using agency. Any delay beyond the stated completion date shall be upon agreement by the owner and the contractor.

Abatement: Where hazardous waste and/or asbestos abatement must be dealt with, the costs for that service shall be calculated by the pound.

Where work is to be conducted in a correctional or secured facility, security clearances and background checks that may be required by the facility for the contractor and its employees must be obtained prior to commencement of any work at that facility. The using agency reserves the right to deny any employee of the contractor, access to the facility should the employee be in violation of any criteria required for the security clearance.

The user agency reserves the right to provide an escort and/or full time supervision of the contractor and its employees during any or all phases of a project, should the user agency feel it is in its best interest to provide these extraordinary security services.

The user agency reserves the right to escort any or all employees of the contractor off its property, for any inappropriate conduct or actions that jeopardize the safety, security or well being of the facility. Inappropriate behavior by the contractor, its employees or subcontractors shall immediately cancel this agreement. Any employee of the contractor found in violation of any law, while on the user agency's property, will be prosecuted.

Warranty- Roof

The contractor, making roofrepairs, shall provide a one (1) year workmanship warranty, with a manufacturer's warranty, for the new roofing materials, for ten (10) years. Provide a twenty (20) year, no dollar limit, manufacturer's warranty for new roofing systems. The contractor shall provide any necessary protective coverings needed to protect existing adjacent finishes. Should any damages occur, the contractor shall restore all existing adjacent finishes to their original condition.

Abatement:

Any time during the course of performing any work under this agreement the Contractor discovers the presence of asbestos or suspects that asbestos, mold, or hazardous material is present, the Contractor shall stop working immediately, secure the area, notify the Procuring Agency immediately and wait for positive identification of the suspect material. During the downtime in such a case, the Contractor shall not disturb any surrounding surfaces, but shall protect the area with suitable dust covers. In the event the Contractor is delayed due to the discovery of suspected material, then a mutually agreed

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extension of time to perform the work shall be allowed the Contractor, but without additional compensation due to the time extension. Work shall not proceed without a related work authorization cleared by the Procuring Agency.

Term

The tern of this agreement shall be for two (2) years from date of award with the option to extend for three (3) additional biennial periods, by mutual agreement of all parties. This price agreement shall not exceed eight (8) years.

Bids

Bids/or these services are requested on a statewide basis. If the awarded contractor does not wish to travel to other parts of the State, it is acceptable to decline work. The State anticipates awarding multiple contracts to cover the whole state. So local roofers are encouraged to bid on this ***1TB.*** *Mileage and per diem costs are allowable beyond 50 miles.*

Method of Award

Pursuant to the Procurement Code, Sections 13-1-153 and 13-1-154, the State reserves the right to issue multiple awards to obtain the items listed. Multiple awards are recommended to ensure availability and timely delivery. Determination for award shall be based upon the lowest total cost of all items listed and the bidder's abilities to meet the "minimum" and "submittal" requirements of the Invitation to Bid. This may be a multiple award contract. To be considered, the bidder MUST enter prices/costs for all of the items. If the bidder does not have any laborers, the bidder must still put an amount in fro that item number. Most of these projects will be over $60,000 and subject to State Department of Workforce Solutions wage rates so assume that that level of wages would have to be paid.

Tax

Price shall not include State Gross Receipts or Local Option Tax. Taxes shall be added to the purchase order and invoice at current rates as a separate item to be paid by Utilizing Entity.

Escalation/Reduction Clause

Contractor shall keep pricing fixed for each year of this Agreement. Thereafter, SPD and the Contractor may adjust pricing no more than once annually through an amendment to the Agreement at the time of Agreement renewal. Contractor shall submit all pricing increase requests to SPD directly or through the agency contact in writing and provide substantiating evidence that each request is based on demonstrable market changes impacting the cost of products. The request must show all proposed increases by line item and include supporting documentation acceptable to SPD (such as a letter from a manufacturer indicating price increases, etc.) SPD's decision on what is acceptable in this context is final and shall be accepted by all parties to the Agreement. *Requested price increases that exceed 10% will not be accepted. No* price increase may result in a higher profit margin for the Contractor than at the beginning of the initial term of this Agreement. Pricing changes will apply to Agreements and amendments to Agreements entered on and after the effective date of the price change. Price decreases as well as increases shall apply in the same manner. If vendor's prices are reduced for any reason, users shall receive the benefit of such reductions, immediately. Price increases will not be retroactive to orders already in house or backorders. Orders will be filled at the price in effect on the date ofreceipt of the order by the vendor. To facilitate prompt consideration, all requests for price increase must include all information listed below:

1. Agreement Item Number
2. Current Item Price
3. Proposed New Price
4. Percentage oflncrease
5. Mill/Supplier Notification of price increase indicating percentage of increase including reason for increase.

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Contractor shall provide the following information:
Contractor's New Mexico license no.
Contractor classification no.
New Mexico Business Identification Number (formerly CRS Number)
Federal Employer Identification Number (FEIN)

Item	Approx. Qty.	UOM	Article and Description	Unit Price
1	1	HR	Regular Working Hours- Foreman	AA: $85.00 AB: $95.50 AC: 42.50 AD: $174.00 AE: $155.00 AF: $95.00 AG: $127.93 AH: $36.30 AI: $45.00 AJ: $45.50 AK: $43.50 AL: $105.00
2	1	HR	After Working Hours- Foreman	AA: $85.00 AB: $112.00 AC: $55.00 AD: $184.00 AE: $185.00 AF: $115.00 AG: $150.99 AH: $54.45 AI: $55.00 AJ: $56.87 AK: $65.25 AL: $125.00

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Item	Approx. Qty.	UOM	Article and Description	Unit Price
3	1	HR	Weekend Working Hours - Foreman	AA: $85.00 AB: $122.00 AC: $62.50 AD: $184.00 AE: $185.00 AF: $135.00 AG: $150.99 AH: $54.45 AI: $55.00 AJ: $56.87 AK: $65.25 AL: $125.00
4	1	HR	Holiday Working Hours - Foreman	AA: $85.00 AB: $132.00 AC: $75.00 AD: $194.00 AE: $225.00 AF: $155.00 AG: $150.99 AH: $54.45 AI: $55.00 AJ: $56.87 AK: $87.00 AL: $145.00
5	1	HR	Regular Working Hours - Roofer	AA: $85.00 AB: $82.30 AC: $38.00 AD: $162.00 AE: $85.00 AF: $85.00 AG: $122.65 AH: $36.30 AI: $37.00 AJ: $36.40 AK: $36.25 AL: $95.00

DocuSign Envelope ID: 11279EA3-3O2E-4304-933C-B05O848B81B8

Item	Approx. Qty.	UOM	Article and Description	Unit Price
6	1	HR	After Working Hours - Roofer	AA: $85.00 AB: $102.00 AC: $45.00 AD: $179.00 AE: $110.00 AF: $105.00 AG: $143.41 AH: $54.45 AI: $47.00 AJ: $45.50 AK: $54.28 AL: $115.00
7	1	HR	Weekend Working Hours - Roofer	AA: $85.00 AB: $112.00 AC: $45.00 AD: $189.00 AE: $125.00 AF: $125.00 AG: $143.41 AH: $54.45 AI: $47.00 AJ: $45.00 AK: $54.38 AL: $115.00
8	1	HR	Holiday Working Hours - Roofer	AA: $85.00 AB: $122.00 AC: $50.00 AD: $189.00 AE: $150.00 AF: $145.00 AG: $143.41 AH: $54.45 AI: $47.00 AJ: $45.50 AK: $72.50 AL: $130.00

DocuSign Envelope ID: 11279EA3-3O2E-4304-933C-B05O848B81B8

Item	Approx. Qty.	UOM	Article and Description	Unit Price
9	1	HR	Regular Working Hours - Laborer	AA: $50.00 AB: $76.60 AC: $32.50 AD: $166.00 AE: $70.00 AF: $75.00 AG: $122.65 AH: $15.99 AI: $25.00 AJ: $29.20 AK: $29.00 AL: $90.00
10	1	HR	After Working Hours - Laborer	AA: $50.00 AB: $96.60 AC: $32.50 AD: $176.00 AE: $85.00 AF: $95.00 AG: $143.41 AH: $23.99 AI: $35.00 AJ: $36.56 AK: $43.50 AL: $110.00
11	1	HR	Weekend Working Hours -Laborer	AA: $50.00 AB: $106.60 AC: $37.50 AD: $186.00 AE: $90.00 AF: $115.00 AG: $143.41 AH: $23.99 AI: $35.00 AJ: $36.56 AK: $43.50 AL: $110.00

DocuSign Envelope ID: 11279EA3-3O2E-4304-933C-B05O848B81B8

Item	Approx. Qty.	UOM	Article and Description	Unit Price
12	1	HR	Holiday Working Hours -Laborer	AA: $50.00 AB: $110.20 AC: $40.00 AD: $196.00 AE: $110.00 AF: $135.00 AG: $143.41 AH: $23.99 AI: $35.00 AJ: $36.56 AK: $58.00 AL: $120.00
13	1	%	Discount offMSRP Material/Equipment	AA: 0.00% AB: 5.00% AC: 0.00% AD: 0.00% AE: 0.00% AF: 0.00% AG: 0.00% AH: 1.00% AI: 0.00% AJ: 2.50% AK: 0.00% AL: 0.00%
14	1	Pound	Disposal Cost	AA: $0.10 AB: $0.15 AC: $0.06 AD: $2.50 AE: $3.00 AF: $0.45 (minimum 2000 pounds) AG: $0.25 AH: $0.015 AI: $0.60 AJ: $0.25 AK: $0.05 AL: $0.20

DocuSign Envelope ID: 11279EA3-3O2E-4304-933C-B05O848B81B8

Item	Approx. Qty.	UOM	Article and Description	Unit Price
15	1	HR	Diagnostic Services	AA: $200.00 AB: $1,200.00 AC: $150.00 AD: $152.50 AE: $175.00 AF: $95.00 AG: $175.00 AH: $50.00 AI: $250.00 AJ: $150.00 AK: $90.00 AL: $135.00
16	1	EA	Per Diem Rate	AA: $125.00 AB: $130.00 AC: $175.00 AD: $135.50 AE: $175.00 AF: $185.00 AG: $211.00 AH: $190.00 AI: $295.00 AJ: $150.00 AK: $98.00 AL: $175.00
17	1	EA	Mileage Rate	AA: $0.65 AB: $2.00 AC: $1.00 AD: $1.65 AE: $2.00 AF: $1.30 AG: $0.65 AH: $0.655 AI: $0.65 AJ: $0.85 AK: $0.65 AL: $1.75

*****17 Awarded Items Total*****

DocuSign

Certificate Of Completion

Envelope Id: 11279EA33D2E4304933CB05D848B81B8
Subject: GSD/SPD Procurement#: 30-00000-23-00051
Source Envelope:

Status: Completed

Document Pages: 16
Certificate Pages: 5
AutoNav: Enabled
Envelopeld Stamping: Enabled

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Signatures: 1
Initials: 2

Envelope Originator:
Clarke Fountain
1100 S Saint Francis Dr
Santa Fe, **NM** 87502

ClarkeJ.Fountain@gsd.nm.gov
IP Address: 164.64.63.2

Record Tracking

Status: Original
8/8/2023 3:29:23 PM
Security Appliance Status: Connected
Storage Appliance Status: Connected

Holder: Clarke Fountain
ClarkeJ.Fountain@gsd.nm.gov
Pool: StateLocal
Pool: GSD

Location: DocuSign

Location: DocuSign

Signer Events	Signature	Timestamp
Michael Saavedra michael.saavedra@gsd.nm.gov **New** Mexico General Services Security Level: Email, Account Authentication (None)	MS Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent 8/8/2023 3:31:16 PM Viewed: 8/8/2023 3:33:37 PM Signed: 8/8/2023 3:33:53 PM
Electronic Record and Signature Disclosure: Accepted: 6/4/2020 11:04:51 AM ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8		
Clarke Fountain clarkej.fountain@gsd.nm.gov Procurement Specialist **New** Mexico General Services Security Level: Email, Account Authentication (None)	CF Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent 8/8/2023 3:33:54 PM Viewed: 8/8/2023 3:34:45 PM Signed: 8/8/2023 3:34:53 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Valerie Paulk Valerie.Paulk@gsd.nm.gov Signed of Behalf of State Purchasing Agent New Mexico General Services Security Level: Email, Account Authentication (None)	Valerie Paulk Signature Adoption: Pre-selected Style Using IP Address: 173.187.23.194 Signed using mobile	Sent 8/8/2023 3:34:54 PM Viewed: 8/8/2023 3:35:16 PM Signed: 8/8/2023 3:35:40 PM
Electronic Record and Signature Disclosure: Accepted: 5/29/2020 9:40:59 AM ID: f12ca6d0-7cba-4de4-b58f-8180244887ff		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/8/2023 3:31:16 PM
Certified Delivered	Security Checked	8/8/2023 3:35:16 PM
Signing Complete	Security Checked	8/8/2023 3:35:40 PM
Completed	Security Checked	8/8/2023 3:35:40 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD),** please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a $1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: *GSD.SPDinfo@state.nm.us*

G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a $1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to *GSD.SPDinfo@state.nm.us* and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:
https://support.docusign.com/guides/signer-guide-signing-system-requirements

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to "I agree to use electronic records and signatures," before you click "CONTINUE" within the DocuSign system.

By selecting the check-box next to "I agree to use electronic records and signatures," you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.

Docusign Envelope ID: ADFF2011-03D4-4796-A23A-786CD926D389

State of New Mexico
General Services Department
Purchasing Division

Price Agreement Amendment

Awarded Vendor:
10 vendors

Number: **30-00000-23-00051**

Amendment No.: Two

Term: August 11, 2023 - August 10,2026

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.
Invoice: As Requested

Procurement Specialist: John DeSha JD

Telephone No.: (505) 660-3671

Email: johnny.desha@gsd.nm.gov

Title: **Roofing Services**

This amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from August 11, 2025 to August 10, 2026 at the same price, terms and conditions.

Except for the following Vendors: (AG) Progressive Services Inc. and (AK) TopTier Industries Inc.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Dorothy Mendonca

Dorothy Mendonca
New Mexico State Purchasing Agent

Date: 8/11/2025

MS

Certificate Of Completion

Envelope Id: ADFF2011-03D4-4796-A23A-786CD926D389
Status: Completed
Subject: Please DocuSign: SPD SPA
Source Envelope:

Document Pages: 1
Certificate Pages: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Signatures: 1
Initials: 2

Envelope Originator:
Johnny DeSha
1100 S Saint Francis Dr
Santa Fe, NM 87502

johnny.desha@gsd.nm.gov
IP Address: 164.64.62.10

Record Tracking

Status: Original
8/11/2025 10:34:17 AM
Security Appliance Status: Connected
Storage Appliance Status: Connected

Holder: Johnny DeSha
johnny.desha@gsd.nm.gov
Pool: StateLocal
Pool: General Services Department

Location: DocuSign

Location: Docusign

Signer Events	Signature	Timestamp
Michael Saavedra michael.saavedra@gsd.nm.gov IT and Const. Bureau Chief New Mexico General Services Security Level: Email, Account Authentication (None)	MS Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 8/11/2025 10:35:31 AM Viewed: 8/11/202510:37:25AM Signed: 8/11/2025 11:04:27 AM
Electronic Record and Signature Disclosure: Accepted: 6/4/2020 11:04:51 AM ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821dB		
Johnny DeSha johnny.desha@gsd.nm.gov Procurement Specialist Manager Security Level: Email, Account Authentication (None)	JD Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 8/11/2025 11:04:28 AM Viewed: 8/11/2025 11:06:15 AM Signed: 8/11/2025 11:06:27 AM
Electronic Record and Signature Disclosure: Accepted: 3/25/2025 7:13:20 AM ID: d1ec4280-451a-42ce-b36b-a39ed00bc76f		
Dorothy Mendonca dorothy.mendonca@gsd.nm.gov SPD Division Director/ State Purchasing Agent General Services Department Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None)	Dorothy Mendonca Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 8/11/2025 11:06:28 AM Viewed: 8/11/2025 11:13:43 AM Signed: 8/11/2025 11:13:53 AM
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In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
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Envelope Updated	Security Checked	8/11/2025 10:49:30 AM
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Certified Delivered	Security Checked	8/11/2025 11:13:43 AM
Signing Complete	Security Checked	8/11/2025 11:13:53 AM
Completed	Security Checked	8/11/2025 11:13:53 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

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G. To advise SPD of your new email address

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- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.

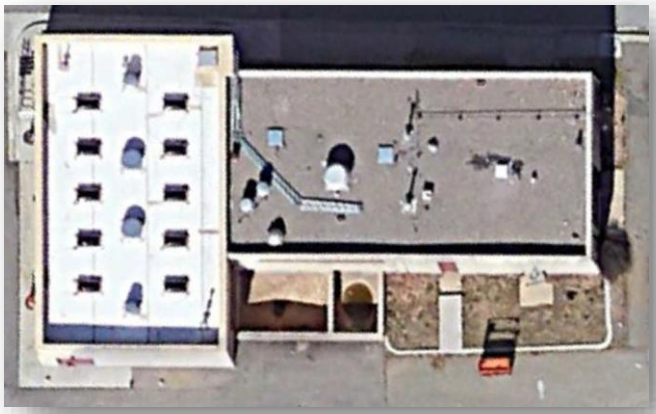
ALWAYS ON TOP OF IT
NATIONAL ROOFING
6821 ACADEMY PARKWAY W. NE ALBUQUERQUE, NM 87109
P 505 883 3000 F 505 883 1719 INFO@NATIONALROOFING.COM
NATIONALROOFING.COM

September 16, 2025

TO: City of Santa Fe
Wastewater Management Division
Attn: Leroy Alvarado
73 Paseo Real
Santa Fe, NM 87507

From: National Roofing Co.
6821 Academy Parkway West NE
Albuquerque, NM 87109

RE: Re-Roof Facility
GSA #30-00000-23-00051
WWTP Conference Room



Mr. Alvarado:

In accordance with your request, National Roofing Co. (NRC) inspected the roof at the above referenced location to provide a replacement estimate. Accordingly, we propose the following.

EXISTING ROOF ASSEMBLY - FINDINGS

We inspected this commercial facility and noted these issues.

- Existing Roof System is a Built-up roofing assembly over approximately 5" of perlite over concrete.
- We presume that the roof Slope is created by tapered perlite descending towards internal drains.





- Base-to-wall Flashings current terminate under a two-piece Metal Counter flashing mounted to the inner parapet walls.







- Roof Drainage is to internal, standard primary with separate scupper drain assemblies.



- Parapets show signs of extreme deterioration caused by destructive UV rays and temperature swings.



CONSPECTUS – ROOFING REPLACEMENT

This building has two roof assemblies in place. Current building code will not allow the application of a third system. We propose removing the existing system, and installing a new, warranted Roof Assembly. The full assembly will receive a Manufacturer's Twenty (20) year Standard Form System Warranty with an Installers Two (2) year.

Roof Replacement Process – Thermoplastic Polyolefin Membrane

- Parapets and Penetration Flashings will be removed, and substrates prepared for new Flashings.
- Existing Field Membrane and Insulation will be removed and hauled off site for disposal.
  - Only as much area will be disabled as can be made weathertight by the end of each workday
- A new, High Density Polyisocyanurate coverboard, Insulation and Taper system will be installed, adhesive attached to the Structural Concrete Deck.
- A new sixty (60) mil White Thermoplastic Polyolefin (TPO) membrane will be installed utilizing TPO bonding adhesive.
- New sixty (60) mil White TPO membrane will be installed on inner parapets terminating approximately twelve (8) inches vertically up from the field under counterflashing.
- Roof Curbs, Penetrations, Parapets and Drains will be flashed in accordance with manufacturer's written instructions for warranty issuance.

Mechanical and Electrical Process – Removal and Replacement

- Gas/Electrical/disconnect all exhaust units
- Raise all units to allow for new curb flashing
- Units lowered over new curb flashing
- Gas reconnect/pressurization/testing of all units
- Electrical reconnect/testing off all units
- Removal of (5) abandoned units/curbs
- Remove lightning protection system
- Raise ridged conduit
- Raise junction box
- Install new overflow drains (4)
- Lower preexisting drains (2)
- Install new scupper drains (2)
- Demo abandoned conduit
- Demo abandoned exhaust vent

Stucco Re-coat Process (Inner parapet over to outer parapet down to tile frieze)

- Power wash entire area to remove debris and loose stucco and paint
- Patch all holes/voids and level to existing surface
- Add metal lath to areas that will receive recoat
- Apply FRS base coat
- Install water resistant parapet system using fiberglass mesh and resin
- Apply NCB base coat
- Apply primer before installation of finish
- Hand trowel synthetic stucco finish (Mojave Sand)
- Clean up and haul off remaining debris

Schedule, Access, and Additional Information

- We anticipate the upper roof to take approximately three (3) weeks to complete, weather permitting.
  - Access will be as shown - if acceptable.
  - Our goal would be to inconvenience building occupants as little as possible.



Pricing

BID AMOUNTS	
As of publication date, material lead times for larger orders can be excessive. Material Pricing is stabilizing, but National Roofing reserves the right to recover costs for material price increases that may occur when procurement durations are extended (see below**) **We are utilizing published pricing for ship date good to October 16, 2025**	
BASE BID -Removal and replacement of existing roofing	**Price**
• GSA #30-00000-23-00051 • Prevailing State Wages utilized in pricing • Santa Fe reroof Permit • 60 mil TPO regular smooth membrane adhered over coverboard, provide a 20-year warranty. • Santa Fe Tax @ 8.1875%	**TPO Roofing** $201,937.00 **MEP** $70,311.00 **Stucco** $25,654.00 **Permit** $3,984.00 **Bonds** $3,807.00 **Tax** $25,029.00 **Total** $330,722.00

Taxes, Miscellaneous Fees and Warranty Fees

- Commercial re-roof permit fees are included.
  - All Fees are subject to invoice.

General Liability Insurance with the following limits

- Insurance limits exceeding New Mexico statutory requirements.
- $1,000,000.00 per occurrence general liability.
- $2,000,000.00 general aggregate.
- $2,000,000.00 completed operations.
- $5,000,000.00 excess/umbrella liability.

Workmen's Compensation Insurance with the following limits:

- $2,000,000.00 employer's liability per accident
- $2,000,000.00 employer's liability for disease per employee
- $2,000,000.00 employer's liability for disease policy limit

Training and Safety

- Compliance with all OSHA safety policies.
- Independent safety inspections are conducted by a third-party consultant, when requested.
- Our crews have OSHA 10 training.
- Entire crew has safety and fall protection training.
- Key personnel are CPR certified.
- Every crew has a minimum 2 safety monitors.

Pricing Excludes:

- Non-scheduled work hours
- Moisture or Asbestos Testing, SWPPP or BIM Costs
- Manufacturer's Shop Drawings
- Interior protection or repair to interior when damage is caused by normal execution of roofing or re-roofing activities
- Bid amount includes flashing at penetrations indicated on Documents - Pipes, vents, curbs and curb insulation, hatches and ladders are not included unless noted otherwise
- Products, materials, installations not specifically included in the Scope of Work above.

Submitted Prices are Subject to the Following terms and Conditions:

- We have anticipated needing one mobilization to complete our work - NRC will negotiate for additional mobilizations if required by factors outside our control.
- Our standard work week is four 10-hour days. This Bid is based on a final project schedule that allows a reasonable time to complete the Work in an efficient manner. Roof activities may be delayed due to environmental conditions that result in unsafe working conditions and those that would adversely affect system installation. Subcontractor shall be entitled to an equitable adjustment in the price of the work resulting from any change of schedule, acceleration of work, or out of sequence work required as a result of factors outside of our control. National Roofing shall not be responsible for damage or delay caused by circumstances beyond its reasonable control.
- Final Contract terms will be subject to review upon Notice of Award; fees are based on the assumption that this Bid Abstract will constitute part of the Agreement between National Roofing and the Owner - Owner Entity
- National Roofing utilizes Construction Billing Cycles or Progress Billing on projects that have a production duration of thirty (30) days or more. Billings are submitted on or around the 25th of each month, projected through the end of that month, payable by the 10th next month.
- Material pricing utilized at time of bid will be provided with our submitted Schedule of Values for reference and to establish a baseline for material orders. Comparison with material billing upon shipment and receipt may result in Contract Price adjustments. Please note that impending Trade Tariffs may have impacts on construction materials. Increases do to material shortages, increased costs or other reasons out of National Roofing's direct control will be the responsibility of the final purchaser of goods and services from National Roofing.

Notice:

- National Roofing shall not be liable for any claims or damages arising from or related to deficiencies in existing drainage conditions. Roofer's work does not include evaluation of the adequacy of the existing drainage components (for example, sizing and placement of existing scuppers); nor does the building code require compliance with current plumbing codes when existing drainage elements are not modified. National Roofing may make recommendations to improve drain conditions if potential deficiencies are detected during the course of roofing operations.
- Additionally, tapered insulation above deck (if included in scope) may not compensate for all low points in an existing roof; National Roofing shall not be liable for ponding water due to existing imperfections in the roof deck. If obvious deflection or low spots are noted in the existing deck after existing roof tear off,

additional tapered insulation may be required to achieve positive drainage.

- Unless specifically noted elsewhere, addition of drains or scuppers for improved drainage, or supplemental insulation required to compensate for unseen imperfections is not part of the base bid and will be offered as a change order for consideration prior to installation.

We can be contacted at (505) 883-3000 to schedule this work. Thank you for relying on National Roofing for your roofing needs.

Sincerely,

Douglas Harrison
Roofing System Estimator
505-883-3000 office, 505-998-2304 desk, 505-259-2808 cell
douglash@nationalroofing.com

Lori Gunnare, CBDO
Director of Business Development
505-883-3000 office, 505-998-2325 desk, 505-252-2707 cell
lorig@nationalroofing.com

City of Santa Fe Wastewater Treatment Plant

Conference Room- Re-Roof

National Roofing

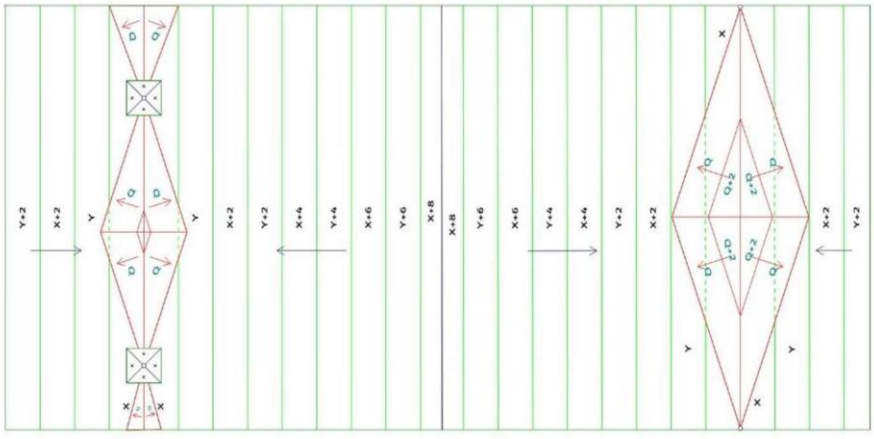
Cost driving factors



- Insulation is saturated and needs to be Removed. Code requires insulation with R-30 value to be reinstalled.



- Slope is entirely in the current taper assembly and must be removed. A new taper system with¼"/ 12"has been added for proper drainage flow. *(See below for new assembly layout)*





- Drains will be removed, and scupper wall drains will be replaced. Code requires overflow drainage to be added in instances where the drains are moved or replaced. (4) overflow drains will be added to the current.



- Parapets are cracked in many places allowing for water infiltration into the parapet walls and roof assembly. Parapets will need to be re-stuccoed in order to provide a warranted new roofing assembly.



- Electrical vault and connecting conduit will need to be raised in order to accommodate for the rise in the taper insulation system.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/28/2025

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

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

PRODUCER
Downey & Company
6565 AMERICAS PARKWAY NE
SUITE 750
ALBUQUERQUE NM 87110

CONTACT NAME: Susan Grant
PHONE (A/C, No, Ext): (505) 980-9177 **FAX (A/C, No):**
E-MAIL ADDRESS: sgrant@downeyandco.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Fire Insurance Co of Hartford	20478
INSURER B : The Continental Insurance Company	13188
INSURER C : Columbia Casualty Company	31127
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
National Roofing Co., Inc.
6821 Academy Parkway W. NE
Albuquerque NM 87109

COVERAGES **CERTIFICATE NUMBER:** 25/26 Master **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 / LOC OTHER:			7011952454	05/01/2025	05/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 500,000 $ 15,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			7011969142	05/01/2025	05/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 2,000,000 $ $ $ $
B	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / X RETENTION $ 0			7012132938	05/01/2025	05/01/2026	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		7011969173	05/01/2025	05/01/2026	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
C	Professional Liability / Pollution Liability			CEO8019340623	05/01/2025	05/01/2026	Each Occurrence General Aggregate Self-Insured Retention	$2,000,000 $2,000,000 $10,000

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

RE: All Projects

CERTIFICATE HOLDER

City of Santa Fe
PO Box 909
Santa Fe NM 87504-0909

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

Christian B Searcy

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GB-NATIONAL_ROOFING

Final Audit Report 2025-11-10

Created:	2025-11-06
By:	ALYSSA PEREZ (aeperez@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAidvGUNUYgPgi8R61p3Gnpi8EpDE1W9Ct

"GB-NATIONAL_ROOFING" History

Document created by ALYSSA PEREZ (aeperez@santafenm.gov)
2025-11-06 - 3:46:23 PM GMT- IP address: 63.232.20.2

Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2025-11-06 - 3:49:13 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2025-11-06 - 4:44:07 PM GMT- IP address: 104.47.64.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2025-11-06 - 4:44:25 PM GMT - Time Source: server- IP address: 63.232.20.2

Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2025-11-06 - 4:44:28 PM GMT

Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2025-11-06 - 4:48:06 PM GMT- IP address: 98.97.112.143

Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)
2025-11-07 - 5:01:23 PM GMT- IP address: 63.232.20.2

Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2025-11-10 - 1:51:23 AM GMT - Time Source: server- IP address: 98.97.112.143

Agreement completed.
2025-11-10 - 1:51:23 AM GMT

CITY OF SANTA FE
FIRE DEPARTMENT

November 12th, 2025

Firework Permit Number

2025-0005

ATTN: CITY OF SANTA FE, WESTERN ENTERPRISE,
KIWANIS CLUB OF SANTA FE

RE: SANTA FE NEW YEARS EVE
LA FONDA ROOFTOP/ SANTA FE PLAZA
100 E SAN FRANCISCO ST

This firework display permit shall be officially recognized if the following conditions are complied with the IFC 2015 Section 105.6.15:

1. Permission is granted for **Article, Pyrotechnic 1.4G, UN 0431, (for professional use ONLY)**
2. Shall provide this firework permit signed by the Fire Marshal/ Fire Code Official filled out on site for verification.
3. Site map with firing site(s), drop zone distances, and safe zone distances.
4. Shall provide no smoking signs.
5. Shall include date, time, and location on site map.
6. List of all fireworks to be used with their descriptions.
7. As soon as fireworks arrive on site, they will not be left unattended under any circumstances.
8. In the event of unfavorable wind conditions, the firework display will be postponed until favorable wind conditions exist (wind conditions not to exceed 10 mph).
9. If **any** of the above requirements are **NOT FOLLOWED**, this firework permit **will be REVOKED** by the fire code official. The applicant acknowledges and agrees to this statement and all requirements listed above.

Fire Chief/ Fire Code Official

November 12th, 2025

October 29, 2025

Chief Brian Moya &
Fire Marshal Geronimo G. Griego
Santa Fe Fire Department

Re: Fireworks Permit application for Santa Fe 2025 New Year's Eve

Dear Chief Moya & Fire Marshal Griego:

We have been contacted to conduct the fireworks display for the Santa Fe December 31, 2025, New Year's Eve Celebration to be staged at the La Fonda Plaza Hotel, same as last year. As per the request for the display, we are enclosing the following information.

1) Certificate of Insurance for Fireworks Display, Copy of New Mexico State Fire Marshal's Fireworks License for Western Enterprises, Inc.
2) Copy of BATF&E Explosives License for Western Enterprises, Inc.
3) Copy of United States DOT "Hazardous Materials Safety Permit" for Western Enterprises, Inc.
4) Product will be classified as **Articles, Pyrotechnic 1.4 G, UN 0431, (for Professional Use ONLY)** Product Description Script attached.
5) Copy of a site maps diagram of the launch site of the fireworks display
6) ATF Clearance for Technicians in charge: (Matthew Flores, Nick Flores & Kevin Connelly)

We hope this provides you with the information you need for the permit application.
If you have any questions, please feel free to email or call us immediately at 580-855-2203.

Respectfully,

Jim Burnett, President

Product Listing
December 31, 2025

See Attached:

Pyrotechnic Crew for Santa Fe NYE fireworks display

Nick Flores– Lead Technician
2255 Camino Iris
Santa Fe, NM 87505
505-699-8727

Matthew Flores – Lead Technician
2255 Camino Iris
Santa Fe, NM 87505
505-670-9530

Nick Flores & Matt Flores have been working on the NYE displays for many years and is familiar with the production elements.

Assistants:

Kevin Connelly 316-258-7300

Kevin has been working on this display for the last few years as well and is very familiar with the production elements.

City of Santa Fe Fire Department
P.O. Box 909, 200 Murales Road · Santa Fe, New Mexico 87504
(505) 955-3110 FAX (505) 955-3115

Fire Prevention Use Only:
Date Request Received: _____ Date of Burn: _____ Permit #: _____

1.4G Articles Pyrotechnic, UN0431 (for PROFESSIONAL USE ONLY)

FIREWORKS PERMIT APPLICATION

APPLICANT NAME: City of Santa Fe / Western Enterprises, Inc

MAILING ADDRESS: PO Box 60 CITY, ZIP: Carrier, OK 73727

PHONE: (580) 855-2203 FAX: (____) ____-____

E-MAIL: cheryld@fireworksbywestern.com / jamesb@fireworksbywestern.com

FIREWORKS SITE LOCATION: rooftop of La Fonda Hotel / plaza area on San Francisco street

OWNER/BUSINESS NAME (if applicable): _____

PURPOSE OF FIREWORKS: Santa Fe NYE display

TYPE OF BURN MATERIALS INVOLVED:
1.4G Articles Pyrotechnic, UN0431 (for PROFESSIONAL USE ONLY)

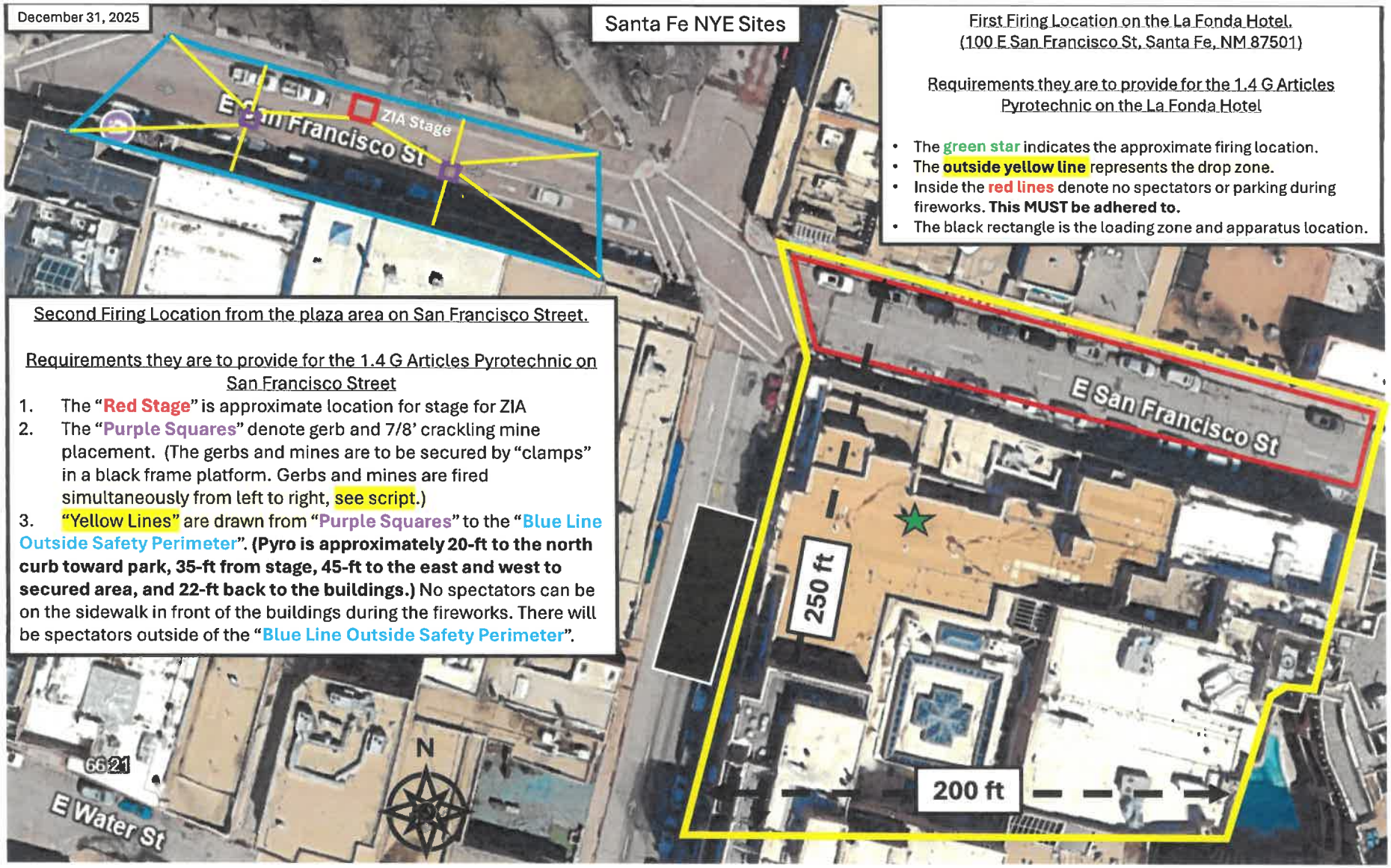
PROTECTIVE MEASURES (i.e. fire extinguisher, hose at what distance from burn, etc.):
Security for perimeter as noted on maps, fire extinguishers. Fire Department on site

DATE OF FIREWORKS: December 31, 2025
START TIME OF DISPLAY: Midnight 12:00 END TIME OF DISPLAY: 12:08am
ADDITIONAL INFORMATION, SECONDARY CONTACT, ETC.:

Sarah Pecha 580-855-2203

APPLICANT SIGNATURE: _____ DATE: 10/29/25

☐ Please indicate if you are non-profit by checking this box. Proof must be given of non-profit status.
$10 fee for all burn permits, except non-profits



First Firing Location on the La Fonda Hotel.
(100 E San Francisco St, Santa Fe, NM 87501)

Requirements they are to provide for the 1.4 G Articles Pyrotechnic on the La Fonda Hotel

- The green star indicates the approximate firing location.
- The **outside yellow line** represents the drop zone.
- Inside the red lines denote no spectators or parking during fireworks. **This MUST be adhered to.**
- The black rectangle is the loading zone and apparatus location.

Second Firing Location from the plaza area on San Francisco Street.

Requirements they are to provide for the 1.4 G Articles Pyrotechnic on San Francisco Street

1. The "**Red Stage**" is approximate location for stage for ZIA
2. The "**Purple Squares**" denote gerb and 7/8' crackling mine placement. (The gerbs and mines are to be secured by "clamps" in a black frame platform. Gerbs and mines are fired simultaneously from left to right, see script.)
3. "Yellow Lines" are drawn from "**Purple Squares**" to the "**Blue Line Outside Safety Perimeter**". **(Pyro is approximately 20-ft to the north curb toward park, 35-ft from stage, 45-ft to the east and west to secured area, and 22-ft back to the buildings.)** No spectators can be on the sidewalk in front of the buildings during the fireworks. There will be spectators outside of the "**Blue Line Outside Safety Perimeter**".

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/29/2025

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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
Acrisure Great Lakes Partners Insurance Services
223 West Grand River Ave #1
Howell MI 48843

CONTACT NAME:
PHONE (A/C, No, Ext): 216-658-7100 **FAX (A/C, No):** 216-658-7101
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Everest Indemnity Insurance Company	10851
INSURER B : Everest Denali Insurance Company	16044
INSURER C : AXIS Surplus Insurance Company	26620
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Western Enterprises, Inc.
13513 W. Carrier Road
Carrier OK 73727

COVERAGES **CERTIFICATE NUMBER:** 1120214632 **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	Y		GCI0010180-251	2/15/2025	2/15/2026	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY			GCD0010075-251	2/15/2025	2/15/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
C	UMBRELLA LIAB X OCCUR			P-001-000247418-06	2/15/2025	2/15/2026	EACH OCCURRENCE	$ 4,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 4,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.
Additional Insureds: Kiwanis Club of Santa Fe & its Agents; Kiwanis Club International; City of Santa Fe & Its Agents; SREG Santa Fe LLC; "La Fonda Holdings, LLC, dba La Fonda on the Plaza Hotel" LFH Management, LLC

Display Date: December 31, 2025-January 1, 2026

Location: Santa Fe, NM

CERTIFICATE HOLDER

Kiwanis Club of Santa Fe
c/o Ray Sandoval
PO Box 622
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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New Mexico Department of Homeland Security And Emergency Management

STATE FIRE MARSHAL'S OFFICE FIREWORKS LICENSING & SAFETY

In accordance with the Fireworks Licensing & Safety Act 60-2C-1 Through 60-2C-11
Effective February 1990, and subsequent amendment (1997 & 1999)

Western Enterprises, Inc.
13513 W. Carrier Road
Carrier, OK 73727

This license is issued to the person, firm, or corporation selling DISPLAY FIREWORKS.

THIS LICENSE IS NON-TRANSFERABLE AND MUST BE DISPLAYED AT ALL TIMES

NOTICE: This license may be revoked or suspended by the State Fire Marshal, his Deputy, or Designee for violating any of the provisions of Chapter #60 Article #2C NMSA 1978 "FIREWORKS LICENSING & SAFETY ACT"

J. Wilson

ISSUED BY THE STATE FIRE MARSHAL'S DIVISION

DATE OF ISSUE: 02/24/2025

2025
Expires 01/31/2026

CLASS B DISTRIBUTOR LICENSE
#25-4-004

U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives

Federal Explosives License/Permit
(18 U.S.C. Chapter 40)

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To: ATF - Chief, FELC 244 Needy Road Martinsburg, WV 25405-9431	License/Permit Number: **5-OK-047-23-7D-00004**
Chief, Federal Explosives Licensing Center (FELC): Mana Howard	Expiration Date: **April 1, 2027**

Name
WESTERN ENTERPRISES INC

Premises Address (Changes? Notify the FELC at least 10 days before the move.)
13513 W CARRIER ROAD
CARRIER, OK 73727-

Type of License or Permit
23-IMPORTER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Licensee/Permittee Responsible Person Signature: James V. Burnett
Position/Title: President
Printed Name: James V. Burnett
Date: 6/3/2024

Mailing Address (Changes? Notify the FELC of any changes.)
WESTERN ENTERPRISES INC
PO BOX 60
CARRIER, OK 73727-

Previous Edition is Obsolete
WESTERN ENTERPRISES INC:13513 W CARRIER ROAD:73727:5-OK-047-23-7D-00004:April 1, 2027:23-IMPORTER OF EXPLOSIVES

ATF Form 5400.14/5400.15 Part I
Revised September 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address *(27 CFR 555.54(a)(1))*. Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. **(The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)**

Right of Succession *(27 CFR 555.59)*. (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: **WESTERN ENTERPRISES INC**

Business Name:

License/Permit Number: **5-OK-047-23-7D-00004**

License/Permit Type: **23-IMPORTER OF EXPLOSIVES**

Expiration: **April 1, 2027**

Please Note: Not Valid for the Sale or Other Disposition of Explosives.

U.S. Department
of Transportation
**Federal Motor
Carrier Safety
Administration**

1200 New Jersey Ave., S.E.
Washington, DC 20590

July 14, 2025

In reply refer to:
USDOT Number: 203517

JAMES V. BURNETT
PRESIDENT
WESTERN ENTERPRISES INC
PO BOX 60
CARRIER, OK 73727

HAZARDOUS MATERIALS SAFETY PERMIT
HM Safety Permit ID: US-203517-OK-HMSP
Effective Date: July 14, 2025

Dear JAMES V. BURNETT:

The Hazardous Materials Safety Permit (HMSP) is verification of the motor carrier's permission to engage in the transportation of hazardous materials listed in 49 CFR 385.403 by motor vehicle in interstate, intrastate, or foreign commerce.

This HMSP will be effective beginning July 14, 2025 and remain effective through July 31, 2027 if your company maintains compliance with the requirements pertaining to the safe and secure movement of hazardous materials for the protection of the public (49 CFR 385 and other applicable Federal Motor Carrier Safety Regulations and Hazardous Material Regulations). Failure to maintain compliance will constitute sufficient grounds for suspension or revocation of this authority.

Willful and persistent noncompliance with applicable safety fitness regulations as evidenced by a Department of Transportation safety fitness rating less than "Satisfactory" or by other indicators, could result in a proceeding requiring the holder of this permit to show cause as to why this authority should not be suspended or revoked.

For questions regarding this document you may contact the FMCSA Hazardous Materials Division by email at fmcsa.hmsp@dot.gov or by phone at (202) 385-2400 or by fax at (202) 366-3621.

Sincerely,

Paul Bomgardner
Chief, Hazardous Material Division

NOTICE OF CLEARANCE

08/11/2025

for individuals transporting, shipping, receiving, or possessing explosive materials.

NOTICE DATE: 08/11/2025

EXPIRATION DATE: This Notice expires when superseded by a newer Notice which will list all current responsible persons and employee possessors, or when the license or permit expires - whichever comes first.

This 'Notice of Clearance' is issued to: WESTERN ENTERPRISES INC
Federal Explosives license/permit no.: 5-OK-047-23-7D-00004
Explosives License/Permit Type : 23-IMPORTER OF EXPLOSIVES
Expiration Date : April 1, 2027

13513 W CARRIER ROAD
CARRIER, OK 73727

continued from previous page

LAST NAME, First Name, Middle Name	Clearance Status
[redacted]	Cleared
[redacted]	Cleared
0017 CONNELLY, KEVIN JOHN	Cleared
[redacted]	Cleared
[redacted]	Cleared
[redacted]	Cleared
[redacted]	Cleared
[redacted]	Cleared
[redacted]	Cleared
[redacted]	Cleared
[redacted]	Cleared
[redacted]	Cleared
0026 FLORES, MATTHEW PLACIDO	Cleared
0027 FLORES, NICOLAS STEVEN	Cleared
[redacted]	Cleared
[redacted]	Cleared
[redacted]	Cleared
[redacted]	Cleared
[redacted]	Cleared
[redacted]	Cleared
[redacted]	Cleared
[redacted]	Cleared
[redacted]

OFFICE OF THE STATE FIRE MARSHAL, STATE OF KANSAS

PERMIT #: SGFOW054
CONNELLY KEVIN J
PO BOX 780872
WICHITA KS 67278

Is Granted This Permit As: **Fireworks Display Operator**

To perform duties as a Public Fireworks Display Operator as granted by the Kansas Fire Prevention Code and adopted National Standard NFPA 1123, 2014 Edition within the State of Kansas.

As granted under the authority of K.A.R. 22-1-3(x) and other provisions of the Kansas Prevention Code.

This Permit is valid unti 5/23/2029 unless suspended, revoked or refused renewal in accordance with the provisions of KAR 22-1-5

Issued: 5/23/2025
Expires: 5/23/2029

Wally Roberts
Chief of Investigation

Operators must carry this card. Please cut on solid line

OFFICE OF THE STATE FIRE MARSHAL, STATE OF KANSAS

Permit #: SGFOW054
As:Fireworks Public Display Operator

To: CONNELLY KEVIN J
WICHITA KS 67278
Issued: 5/23/2025 Expires: 5/23/2029

Wally Roberts
Chief of Investigations

Cue	Qty	Size	Shell	Comment
3-12	1	19mm	10-shot/10-sec Gold Crossette w/tail (RES)	La Fonda
3-1	1	22MM	20 Shot 10 Sec Blue Crossette (Santore)	La Fonda
4-13	1	22MM	20 Shot 10 Sec Silver Crossette (Santore)	La Fonda
5-8	1	22MM	20-shot/10-second Red Crossette Plate (Santore)	La Fonda
6-6	1	22MM	20-shot/10-second Red Crossette Plate (Santore)	La Fonda
6-6	1	22MM	20-shot/10-second Silver Crossette Plate (Santore)	La Fonda
5-5	1	25MM	15-shot/30-sec Gold to Green Comet Plate (Skyworks)	La Fonda
1-14	1	25MM	2x5 (20-second) Five Color Comet Fan Plate (Skyworks	La Fonda
4-3	1	25MM	3x3 (10-second) Red Comet (Skyworks)	La Fonda
1-12	1	25MM	5x3 (5-second) Five Color Change Comet (Skyworks)	La Fonda
5-11	1	25MM	5x3 (5-second) Purple Comet Plate (Skyworks)	La Fonda
3-14	1	25MM	8 Shot 10 Sec Silver Crossette (RES)	La Fonda
1-8	1	25MM	8-shot/15-second White Flitter Comet (new Santore)	La Fonda
2-8	2	30MM	1-shot Purple Comet Plates (Ricasa Spain)	La Fonda
2-10	2	30MM	1-shot Purple Comet Plates (Ricasa Spain)	La Fonda
4-9	2	30MM	1-shot Purple Comet Plates (Ricasa Spain)	La Fonda
	6			
5-7	1	30MM	8 Shot 15 Sec Glittering Crackler Crossette (Santore)	La Fonda
2-7	1	30MM	8 Shot 15 Sec White Flitter COMET (Santore)	La Fonda
3-5	1	30MM	8 Shot 15 Sec White Flitter Crossette (Santore)	La Fonda
4-6	1	30MM	8 Shot/15 Sec Glittering Crackler Crossette (Santore)	La Fonda
6-11	1	30MM	8-shot/15-sec Glittering Crackle Crossette(Santore)	La Fonda
1-15	1	30MM	8-shot/15-sec Gold Crossette Plate (Spain, Ricasa)	La Fonda
3-8	1	30MM	8-shot/15-sec Gold Crossette Plate (Spain, Ricasa)	La Fonda
6-10	1	30MM	8-shot/15-sec Green Crossette (Santore)	La Fonda
6-9	1	30MM	8-shot/15-sec Purple Crossette Plate (Santore)	La Fonda
2-3	1	30MM	8-shot/15-sec White Flitter Crossette Plate (Santore)	La Fonda
2-6	1	30MM	8-shot/15-second Blue Crossette Plates (Santore)	La Fonda
4-7	1	30MM	8-shot/15-second Blue Crossette Plates (Santore)	La Fonda

1-10	1	30MM	8-shot/15-second Blue Crossette (Santore)	La Fonda
5-4	1	30MM	8-shot/15-second Blue Crossette Plates (Santore)	La Fonda
5-14	1	30MM	8-shot/15-second Blue Crossette Plates (Santore)	La Fonda
	5			
6-1	1	30MM	8-shot/15-second Glittering Crackle Crossette (Santore)	La Fonda
6-2	1	30MM	8-shot/15-second Glittering Crackle Crossette (Santore)	La Fonda
3-2	1	30MM	8-shot/15-second Gold Crossette Plates (Spain Ricasa)	La Fonda
2-9	1	30MM	8-shot/15-second Gold Flitter Crossette (Santore)	La Fonda
5-6	1	30MM	8-shot/15-second Gold Glitter Crossette Plate (Santore)	La Fonda
2-13	1	30MM	8-shot/15-second Green Comet (Santore)	La Fonda
3-7	1	30MM	8-shot/15-second Green Comet Plate (Santore)	La Fonda
4-12	1	30MM	8-shot/15-second Green Comet Plate (Santore)	La Fonda
5-9	1	30MM	8-shot/15-second Green Comet Plate (Santore)	La Fonda
1-4	2	30MM	8-shot/15-second Green comet Plates (Santore)	La Fonda
	6			
4-10	1	30MM	8-shot/15-second Green Crossette (Santore)	La Fonda
2-14	1	30MM	8-shot/15-second Green Crossette Plate (Santore)	La Fonda
1-11	1	30MM	8-shot/15-second Green Crossette Plates (Santore)	La Fonda
4-14	1	30MM	8-shot/15-second Purple Crossette (Santore)	La Fonda
3-13	1	30MM	8-shot/15-second Purple Crossette Plate (Santore)	La Fonda
1-7	2	30MM	8-shot/15-second Purple Crossette Plates (Santore)	La Fonda
4-2	1	30MM	8-shot/15-second Purple Crossette Plates (Santore)	La Fonda
	5			
2-5	1	30MM	8-shot/15-second Red Comet Plate (Santore)	La Fonda
6-5	1	30MM	8-shot/15-second Red Comet Plate (Santore)	La Fonda
1-9	1	30MM	8-shot/15-second Red Crossette (Santore)	La Fonda
2-12	1	30MM	8-shot/15-second Red Crossette (Santore)	La Fonda
5-12	1	30MM	8-shot/15-second Red Crossette (Santore)	La Fonda
5-15	1	30MM	8-shot/15-second Red Crossette (Santore)	La Fonda
3-6	1	30MM	8-shot/15-second Red Crossette Plate (Santore)	La Fonda
5-3	1	30MM	8-shot/15-second Red Crossette Plate (Santore)	La Fonda
	6			
2-15	1	30MM	8-shot/15-second White Flitter Comet (Santore)	La Fonda
3-15	1	30MM	8-shot/15-second White Flitter Comet Plate (RES)	La Fonda
5-13	1	30MM	8-shot/15-second White Flitter Comet Plate (Santore)	La Fonda
6-5	1	30MM	8-shot/15-second White Flitter Comet Plate (Santore)	La Fonda
5-10	1	30MM	8-shot/15-second White Flitter Crossette (Santore)	La Fonda
5-1	1	30MM	8-shot/15-second White flitter Crossette Plates (Santore)	La Fonda
6-14	2	30MM	8-shot/2-Second Finale Crossette Plates (RES)	La Fonda
7-2	2	38MM	Crackling Mine (showtime, FOA)	La Fonda
7-4	2	38MM	Crackling Mine (showtime, FOA)	La Fonda
7-6	2	38MM	Crackling Mine (showtime, FOA)	La Fonda

7-8	2	38MM	Crackling Mine (showtime, FOA)	La Fonda
7-10	2	38MM	Crackling Mine (showtime, FOA)	La Fonda
1-5	2	38MM	Crackling Mine (showtime/foa)	La Fonda
1-6	2	38MM	Crackling Mine (showtime/foa)	La Fonda
3-9	2	38MM	Crackling Mine (showtime/FOA)	La Fonda
3-10	2	38MM	Crackling Mine (showtime/FOA)	La Fonda
4-4	2	38MM	Crackling Mine (showtime/FOA)	La Fonda
4-5	2	38MM	Crackling Mine (showtime/FOA)	La Fonda
	22			
2-2	2	40MM	1-shot Purple Mine (Ricasa Spain)	La Fonda
3-3	2	40MM	1-shot Purple Mines (Ricasa Spain)	La Fonda
3-4	2	40MM	1-shot Purple Mines (Ricasa Spain)	La Fonda
4-8	2	40MM	1-shot Purple Mines (Ricasa Spain)	La Fonda
	8			
4-1	1	40MM	2 x 4 (15-second) Blue Mine Plate (Skyworks)	La Fonda
4-15	1	40MM	2 x 4 (15-second) Red Mine Plate (Skyworks)	La Fonda
3-11	1	40MM	2X4 15 Sec Red>Blue Mine Fan	La Fonda
2-4	1	40MM	2x4 Red Fan Plate (skyworks)	La Fonda
5-2	1	40MM	3x3 Green to Purple Mine Fan Plate (Skyworks)	La Fonda
2-11	1	40MM	3x3/15-second Blue Mine Plate (Skyworks)	La Fonda
7-3	1	40MM	5-shot fan Orange Mine Plate (Skyworks)	La Fonda
7-1	1	40MM	5-shot fan Purple Mine Plate (Skyworks)	La Fonda
2-1	1	40MM	8 Shot Red Comet/Crackling Mine to Crack Comet (new)	La Fonda
6-7	1	40MM	8-shot Red Comet/Crackling Comet Plates (Ricasa Spain)	La Fonda
6-8	1	40MM	8-shot Red Comet/Crackling Comet Plates (Ricasa Spain)	La Fonda
6-12	1	40MM	8-shot Red Comet/Crackling Comet Plates (Ricasa Spain)	La Fonda
6-13	1	40MM	8-shot Red Comet/Crackling Comet Plates (Ricasa Spain)	La Fonda
6-15	1	40MM	8-shot Red Comet/Crackling Comet Plates (Ricasa Spain)	La Fonda
	5			
4-11	1	40MM	8-shot/8-second Red Comet/Crackle/Red (Ricasa 2024)	La Fonda
1-1	2	40MM	Crackling Mine/Crackling Comet **(Spirit of '76)**	La Fonda
1-2	2	40MM	Crackling Mine/Crackling Comet **(Spirit of '76)**	La Fonda
	4	each	8-second/20-ft Silver Gerbs	Plaza Site
	6	each	Crackling Mines (RES)	Plaza Site
7-5	1	M-25	Hammer Finale	La Fonda
7-7	1	M-25	Hammer Finale	La Fonda
7-9	1	M-25	Hammer Finale	La Fonda

6-3	1	M-50	Thunder King Barrages — 30MM	La Fonda
6-4	1	M-50	Thunder King Barrages — 30MM	La Fonda
1-3	1	M-50	Thunder King barrage — 30MM	La Fonda
1-13	1	M-50	Thunder King barrage — 30MM	La Fonda
1-1	2	Strings	Niagara Falls	Plaza Site
			Packing Department: please send roof protection	
			Send roll linoleum for roof protection	

City of Santa Fe, New Mexico

Memorandum

DATE: November 14, 2025

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

VIA: Jesse Roach, Interim Public Utilities Department Director

FROM: John Del Mar, Water Division Engineering Supervisor

CC: Jonathan Montoya, Interim Water Division Director

RE: BAR for Carollo On-call Engineering Services

ITEM AND ISSUE:

The Public Utilities Department respectfully requests your review and approval of a Budget Amendment Resolution (BAR) in the amount of $2,005,000 from the Water Enterprise Cash Fund to Water WIP Design for on-call engineering services for Carollo Engineers Inc. (John Del Mar, jpdelmar@santafenm.gov, 505-955-4231)

BACKGROUND AND SUMMARY:

This BAR is needed to fund on-call engineering services from Carollo Engineers Inc. for FY 26. Carollo was procured via RFP in August of 2023. The Water Division currently has over $150M in capital improvement projects either in construction or in the planning and design phase. Projects include dam safety improvements at two reservoirs, numerous water treatment plant repairs and upgrades, new pipelines for long term water security, and replacement of aging water distribution infrastructure. In addition to CIP, the water Division manages a complex water system with multiple sources, planning needs, and operating modes. The Water Division relies on on-call engineering services for specialized expertise and general support.

This BAR adds funds to the contract amount that was originally processed when the contract was initiated and also replaces the carry-over BAR from FY25 to FY26 in order to provide more detailed budgeting information pursuant to Ordinance 2025-10.

CONTRACT NUMBER:

The FY24 Munis contract number is 3204172. The original contract date was August 14, 2023.

FUNDING SOURCE:

Fund Name/Number: Water Cash Fund / 505

Munis Org Name/Number: WTR Cap Proj / 5050395

Munis Object Name/Number: WIP Design / 572960

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Utilities / Water Division	11/14/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
CIP WIP Design, CRWTP Trough & Tube Setter Replacement	5050395	572960	WTR1950524	1,200,000	
CIP WIP Design, Hydraulic Model Improvements	5050395	572960	WTR2550514	20,000	
CIP WIP Design, SJC Return Flow Pipeline Project	5050395	572960	WTR2050501	710,000	
CIP WIP Design, Technical Services-WTR	5050395	572960	WTR2550507	75,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 2,005,000	$ -

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

BAR is needed to fund On-call engineering services from Carollo Engineers Inc.

Munis #3204172

Item #23-0513

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
505	(2,005,000)
TOTAL:	**(2,005,000)**

Amanda Britt — 11/14/2025
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

Jesse Roach (Nov 14, 2025 08:58:55 MST)
Department Director Signature — Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins
Budget Officer — Date

Emily K. Oster
Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

City of Santa Fe, New Mexico

Memorandum

DATE: October 30, 2025

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

VIA: Jesse Roach, Interim Public Utilities Department Director

FROM: John Del Mar, Water Division Engineering Supervisor

CC: Jonathan Montoya, Interim Water Division Director

RE: BAR for Hazen and Sawyer On-call Engineering Services

ITEM AND ISSUE:

The Public Utilities Department respectfully requests your review and approval of a Budget Amendment Resolution (BAR) in the amount of $1,060,000 from the Water Enterprise Cash Fund to Water WIP Design for on-call engineering services for Hazen and Sawyer. (John Del Mar, jpdelmar@santafenm.gov, 505-955-4231)

BACKGROUND AND SUMMARY:

This BAR is needed to fund on-call engineering services from Hazen and Sawyer for FY 26. Hazen and Sawyer were procured via RFP in August of 2023. The Water Division currently has over $150M in capital improvement projects either in construction or in the planning and design phase. Projects include dam safety improvements at two reservoirs, numerous water treatment plant repairs and upgrades, new pipelines for long term water security, and replacement of aging water distribution infrastructure. In addition to CIP, the water Division manages a complex water system with multiple sources, planning needs, and operating modes. The Water Division relies on on-call engineering services for specialized expertise and general support.

This BAR adds funds to the contract amount that was originally processed when the contract was initiated and also replaces the carry-over BAR from FY25 to FY26 in order to provide more detailed budgeting information pursuant to Ordinance 2025-10.

CONTRACT NUMBER:

The FY24 Munis contract number is 3204162. The original contract date was August 14, 2023.

FUNDING SOURCE:

Fund Name/Number: Water Cash Fund / 505

Munis Org Name/Number: WTR Cap Proj / 5050395

Munis Object Name/Number: WIP Design / 572960

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Utilities Department / Water Division	11/7/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
CIP WIP Design, SJC Return Flow Pipeline Project	5050395	572960	WTR2050501	125,000	
CIP WIP Design, Technical Services - WTR	5050395	572960	WTR2550507	75,000	
CIP WIP Design, Asset Management Plan Implementation	5050395	572960	WTR1950527	160,000	
CIP WIP Design, Demand and Water Resources Dashboards	5050395	572960	WTR2550520	95,000	
CIP WIP Design, Santa Fe Water 2100	5050395	572960	WTR2550519	150,000	
CIP WIP Design, Water Conservation and Drought Plan	5050395	572960	WTR2550512	75,000	
CIP WIP Design, Priority Line Replacement	5050395	572960	WTR2550521	305,000	
CIP WIP Design, Wellfield Technical Hydro Services	5050395	572960	WTR2550518	75,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 1,060,000	$ -

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

BAR is needed to fund on-call engineering services from Hazen and Sawyer for FY26

Munis Contract #3204162

Item# 23-0516

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
505	(1,060,000)
TOTAL:	**(1,060,000)**

Amanda Britt — 11/7/2025
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

Jesse Roach (Nov 12, 2025 17:03:16 MST)
Department Director Signature — Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins
Budget Officer — Date

Emily K. Oster
Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

City of Santa Fe, New Mexico

Memorandum

DATE: November 7, 2025

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

VIA: Jesse Roach, Interim Public Utilities Department Director

FROM: John Del Mar, Water Division Engineering Supervisor

CC: Jonathan Montoya, Interim Water Division Director

RE: BAR for AECOM On-call Engineering Services

ITEM AND ISSUE:

The Public Utilities Department respectfully requests your review and approval of a Budget Amendment Resolution (BAR) in the amount of $1,480,000 from the Water Enterprise Cash Fund to Water WIP Design for on-call engineering services for AECOM Technical Services. (John Del Mar, jpdelmar@santafenm.gov, 505-955-4231)

BACKGROUND AND SUMMARY:

This BAR is needed to fund on-call engineering services from AECOM Technical Services, Inc. for FY 26. AECOM was procured via RFP in August of 2023. The Water Division currently has over $150M in capital improvement projects either in construction or in the planning and design phase. Projects include dam safety improvements at two reservoirs, numerous water treatment plant repairs and upgrades, new pipelines for long term water security, and replacement of aging water distribution infrastructure. In addition to CIP, the water Division manages a complex water system with multiple sources, planning needs, and operating modes. The Water Division relies on on-call engineering services for specialized expertise and general support.

This BAR adds funds to the contract amount that was originally processed when the contact was initiated and also replaces the carry-over BAR from FY25 to FY26 in order to provide more detailed budgeting information pursuant to Ordinance 2025-10.

CONTRACT NUMBER:

The FY24 Munis contract number is 3204146. The original contract date was August 14, 2023.

FUNDING SOURCE:

Fund Name/Number: Water Cash Fund / 505

Munis Org Name/Number: WTR Cap Proj / 5050395

Munis Object Name/Number: WIP Design / 572960

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Utilities Department / Water Division	11/7/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
CIP WIP Design, Nichols Outlet Conduit Rehabilitation	5050395	572960	WTR1950508	150,000	
CIP WIP Design, Snowmelt Prediction Tool	5050395	572960	WTR2550511	35,000	
CIP WIP Design, McClure-Repogle Flume & Channel	5050395	572960	WTR2550506	20,000	
CIP WIP Design, Technical Services- WTR	5050395	572960	WTR2550507	75,000	
CIP WIP Design, McClure OW and Embankment Rehab 2024	5050395	572960	WTR2550508	1,200,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 1,480,000	$ -

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

BAR is needed to fund on-call engineering services from AECOM Technical Services, Inc. for FY26

Munis Contract #3204146

Item# 23-0509

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
505	(1,480,000)
TOTAL:	**(1,480,000)**

Amanda Britt 11/7/2025
Prepared By *{print name}* Date

Division Director Signature *{optional}* Date

Jesse Roach
Jesse Roach (Nov 14, 2025 09:53:44 MST)
Department Director Signature Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins
Budget Officer Date

Emily K. Oster
Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

CITY OF SANTA FE

Date: November 18, 2025

To: Governing Body

From: Tim Farrell, Interim Facilities Division Director Timothy Farrell

Via: Sam Burnett, Interim Public Works Department Director JOHN BURNETT (Nov 18, 2025 15:57:05 MST)
Brian Moya, Fire Chief BRIAN MOYA

Subject: Capital Appropriation Agreement Project 25-J4367 for Fire Station Facilities

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ACTION:
Request for Approval of Capital Appropriation Grant Agreement with New Mexico Department of Finance and Administration for Project 25-J4367 Improvements to Fire Station Facilities in the Total Amount of $3,955,050 with a Reversion Date of June 30, 2027. (Tim Farrell, Interim Facilities Division Director, tgfarrell@santafenm.gov)

Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $3,955,050 to FY26 Revenue and Facilities WIP Construction for Improvements to Fire Station Facilities.

BACKGROUND AND SUMMARY:
The City of Santa Fe has been awarded State Grant for Capital Appropriation Project 25-J4367 in the amount of $3,955,050 to plan, design, construct, renovate, furnish, and equip fire station facilities in Santa Fe. The Facilities Division is currently working with the Fire Department to identify necessary improvements to existing fire station facilities to utilize this State Grant.

This appropriation does not require an allocation for Art in Public Places (AIPP) and the total of $3,955,050 is available for project budget allocations. All funds are expected to be expended prior to the June 30, 2027, reversion date.

The Agreement designates Mayor Alan Webber as the official representative in all matters related to the project and requires Governing Body review and approval.

ATTACHMENTS:
Grant Agreement NMDFA 25-J4367
PLID Form
BAR

NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT
CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Department of Finance & Administration, 407 Galisteo Street, Santa Fe, NM 87501, ("**Department**") and the City of Santa Fe, ("**Grantee**") (individually "**Party**" and collectively "**Parties**"). This Agreement shall be effective as of the date the Department executes it ("**Effective Date**").

WITNESSETH

WHEREAS, in the Laws of 2025, Chapter 158, Section 369, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of funds from this appropriation, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

AGREEMENT

I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION

A. **25-J4367** ("**Project**") 6/30/2027 ("**Reversion Date**"). Laws of 2025, Chapter 158, Section 369, Three Million Nine Hundred Fifty-Five Thousand Fifty Dollars and No Cents, $3,955,050.00, The unexpended balance of the appropriation to the local government division in Subsection 447 of Section 28 of Chapter 199 of Laws 2023 to plan, design, construct, furnish and equip fire station 2, including infrastructure, for Santa Fe in Santa Fe county shall not be expended for the original purpose but is changed to plan, design, consruct, renovate, furnish and equip fire station facilities in Santa Fe in Santa Fe county. The time of expenditure is extended through fiscal year 2027..

B. Grantee's total reimbursements shall not exceed $3,955,050.00 Three Million Nine Hundred Fifty-Five Thousand Fifty Dollars and No Cents, ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, $0.00 Zero Dollars and No Cents, which equals $3,955,050.00 Three Million Nine Hundred Fifty-Five Thousand Fifty Dollars and No Cents ("**Adjusted Appropriation Amount**").

C. In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I, the language of the laws cited herein shall control.

The information contained in Article I is referred to collectively as the "**Project Description**."

II. DISBURSEMENT LIMITATION

A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying expected expenditures per milestone (collectively, "**Project Budget**"). The Department shall review and approve the Project Budget by approving a Notice of Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a sample of which is attached hereto as **Exhibit B** and incorporated herein by reference. After receipt of approved Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:

a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
b. The total amount received by Grantee shall not exceed the lesser of:
    i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
    ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third Party Obligation(s); and
c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, and execution of binding written obligations or purchase orders with third-party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project ("**Third Party Obligations**"); and
d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
e. In the event capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
    i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
    ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.

B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(e) (i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and

C. Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation, and request the Third Party to begin work after issuance of a Notice of Obligation by the Department.
b. Grantee acknowledges and agrees that any Third Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.

c. Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is incorporated herein and attached hereto as **Exhibit B**.

D. Grantee shall provide all necessary qualified personnel, materials, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit C**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit C** from time to time without the need for a formal amendment of this Agreement.

F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.

G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

III. NOTICES

The following provisions shall apply whenever written notices, including written decisions, are to be given or received related to this Agreement.

A. The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: City of Santa Fe
Name: Alan Webber
Title: Mayor
Address: PO Box 909, Santa Fe, NM 87504
Email: mayor@santafenm.gov
Telephone: 505-955-6590

B. The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: City of Santa Fe
Name: Emily Oster

Title: Finance Director
Address: PO Box 909, Santa Fe, NM 87504
Email: ekoster@santafenm.gov
Telephone: 505-629-3411

C. The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division
Name: Daniel Catanach
Title: Grant Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe NM 87501
Email: danieln.catanach@dfa.nm.gov
Telephone: 505-231-6090

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of the email.

IV. TERM & DEADLINE TO EXPEND FUNDS

A. The term of this Agreement shall begin on the Effective Date and terminate on the 30th day of June during the calendar year of the Reversion Date unless Terminated Before Reversion Date ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.

a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third party does not qualify as an expenditure.

V. EARLY TERMINATION

A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:

a. Termination due to completion of the Project before the Reversion Date;
b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
c. Termination for violation of the terms of this Agreement; or

d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.

B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.

a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
    i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.
b. As used herein, "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:
    i. Deauthorization, reauthorization, or revocation of a prior authorization.

C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.

D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. Department, in its sole and absolute discretion, may provide written notice to Grantee to suspend entering into further obligations. Upon the receipt of such written notice by the Grantee:

a. Grantee shall immediately suspend entering into new or further written obligations with third parties;
b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
c. Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for a Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension.

a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
b. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(c).
c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

VII. AMENDMENTS

Unless expressly stated otherwise herein, this Agreement shall not be altered, changed, or amended except by an instrument in writing duly executed by both parties hereto with the same formalities as this agreement.

VIII. REPORTING

A. Database Reporting

a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.
b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit A** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement.
c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.
e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

i. request such additional information regarding the Project as it deems necessary; and
ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

B. Requests for Additional Information/Project Inspection

a. During the term of this Agreement and the Record Retention Period, the Department may:
   i. Request additional information regarding the Project as it deems necessary and
   ii. Conduct on-site inspections of the Project at reasonable times and upon reasonable notice.
b. Grantee shall respond to such requests for additional information within the time established by the Department.

IX. REQUEST FOR PAYMENT PROCEDURES

A. Grantee shall request payment by submitting the form attached hereto as **Exhibit A**. Payment requests are subject to the following procedures:

a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
   i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.
   ii. However, Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
   iii. The Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or in a shorter period than the Department may prescribe in writing.
   iv. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
   v. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.

B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.

C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:

a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or
b. Twenty (20) days from the date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date.

D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.

a. Department's authority to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department under this Agreement, at law, or in equity.

X. PROJECT CONDITIONS AND RESTRICTIONS

A. The following general conditions and restrictions shall apply to the Project:

a. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code.
b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
c. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable.
d. The Project must provide a public benefit above and beyond any incidental benefit to private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico.
e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.
    i. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger the Department's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.
f. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
    i. In accordance with all such laws, rules, and regulations, the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from participation in the Project, use of the Project, employment with Grantee, or otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.

g. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restriction, Grantee agrees to take appropriate steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

XI. REPRESENTATIONS AND WARRANTIES

A. Reliance by Department.
   a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.
   b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department in writing of any changes or inaccuracies in the representations and warranties contained herein.

B. Grantee hereby represents and warrants the following:

   a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.
   b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.
   c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee, Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.
   d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.
   e. Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign and submit Requests for Payment on behalf of Grantee.
   f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.
      i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.
      ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.
   g. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of the State, any agency, or body in connection with the awarding of any Third Party Obligation.

i. Grantee will require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements.

C. Consequences of False or Misleading Representations. If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:

a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.

D. Survival of Representations and Warranties. The representations and warranties made by the Grantee shall survive the Early Termination or expiration of this Agreement.

XII. PROJECT RECORDS

A. Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles and the State's Model Accounting Practices and, if feasible, maintain a separate bank account or fund with a separate organizational code to ensure separate budgeting and accounting of the funds.

B. For six (6) years following the Project's completion ("**Record Retention Period**"), Grantee shall maintain all Project-related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the Appropriated Amount from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department may prescribe.

C. Grantee shall make all Project records available to the Department, the Department's Independent Public Accountant, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department finds any funds were improperly expended, Grantee shall be required to reimburse the State all amounts found to be improperly expended.

XIII. IMPROPERLY REIMBURSED FUNDS

If the Department determines part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, after ten (10) days' notice to Grantee and the opportunity to return such funds to the Department, the Department may offset any funds due to Grantee from the State, until the Appropriation Amount is fully repaid.

XIV. 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 this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

XV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Parties concerning the subject matter hereof. The Agreement supersedes all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

XVI. REQUIRED NON-APPROPRIATIONS CLAUSE

A. Grantee acknowledges and agrees to include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

   a. "The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico ("**Legislature**") for the performance of this Agreement.
   b. If the Legislature does not make sufficient appropriations and authorization, City of Santa Fe may immediately terminate this Agreement by giving Contractor written notice of such termination.
   c. The City of Santa Fe's decision as to whether sufficient appropriations are available shall be final and accepted by the Contractor. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Santa Fe or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Santa Fe or the State Department of Finance and Administration."

XVII. REQUIRED TERMINATION CLAUSE

A. Grantee acknowledges and agrees to include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

   a. "This contract is funded in whole or in part by funds made available by the State of New Mexico ("**State**"). Should the State terminate its Agreement with the City of Santa Fe, the City of Santa Fe may terminate this contract immediately by providing Contractor written notice of such termination.
   b. In the event of termination pursuant to this paragraph, the City of Santa Fe's only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date."

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

A. Throughout the term of this Agreement, Grantee shall:

a. Submit all reports of annual audits and agreed-upon procedures required by § 12-6-3(A)-(B), NMSA 1978 by the due dates established in § 2.2.2 NMAC, reports of which must be a public record pursuant to § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;
b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State's Model Accounting Principals to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.

B. In the event Grantee fails to comply with the requirements of subparagraph A of this Article XVIII, Department may take one or more of the following actions:

a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
b. Require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
    i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit C**, upon notice to Grantee, without need for formal amendment of this Agreement;
    ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("**SBOF**"), an entity separate and distinct from the Department.

a. Grantee acknowledges and agrees:
    i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
    ii. Department's failure to inform Grantee of an SBOF-imposed condition does not affect the validity or enforceability of the condition;
    iii. The SBOF may in the future impose further or different conditions upon the Project;
    iv. All SBOF conditions are attached to the Project and Appropriation Amount without the need for formal amendment of this Agreement;
    v. All applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s) and
    vi. The Department's obligation to reimburse Grantee from the Project is expressly contingent upon the satisfaction of the then-current SBOF conditions.

B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't proceed sufficiently.

   a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.
   b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this Agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

XX. GENERAL PROVISIONS

A. Assignment: Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.

C. Binding Effect: Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority: Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References: The captions and headings in this Agreement are for the convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts: This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute the same agreement.

G. Digital Signatures: If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

H. Modification: Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed and approved in accordance with applicable New Mexico law and State fiscal policies and rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the State.

I. Statutes, Regulations, Fiscal Rules, and Other Authority: Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.

J. External Terms and Conditions: Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

K. Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.

L. Survival of Certain Agreement Terms: Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

M. Third Party Beneficiaries: Except for the Parties' respective successors and assigns described in this Agreement, it does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.

N. Waiver: A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

O. Standard and Manner of Performance: Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Grantee's industry, trade, or profession.

P. Licenses, Permits, and Other Authorizations: Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement and shall ensure that all employees, agents, and subcontractors secure and maintain at all times during the term of their employment, agency or subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

Q. Publicity: Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**" means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.

a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department in advance with respect to all Public Relations, all communications with media, or all communications with any other member of the public with respect to this agreement, except to acknowledge that an agreement does exist.
b. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.

R. Data Sharing: The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State's organizational, policy-making, and management of public resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.

a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.

S. Venue and Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to any conflict of law provisions. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the district courts located in Santa Fe, New Mexico. The Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such suit, action, or proceeding. The Parties waive any objection to the laying of the venue of any such suit, action, or proceeding in the district courts of Santa Fe, New Mexico, and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]
[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Department's date of execution.

APPROVED BY DEPARTMENT:

Cabinet Secretary, Wayne Propst:

_____ _____

Signature Date

Chief Financial Officer, Mackie Romero:

_____ _____

Signature Date

Local Government Division Director, Cecilia Mavrommatis:

_____ _____

Signature Date

AS TO LEGAL FORM AND SUFFICIENCY

General Counsel's Office:

_____

Signature

_____ _____

(Print Name) (Title)

APPROVED BY GRANTEE:

Entity Name

Official with Authority to Bind Grantee:

Signature

(Print Name) (Title)

Date

ATTEST:

Signature

(Title)

(Print Name)

Date

Fiscal Officer or Chief Financial Officer:

Emily K. Oster

Signature

(Print Name) (Title)

Date

As To Legal Form And Sufficiency

Kevin L. Nault

Kevin L. Nault (Sep 30, 2025 11:31:30 MDT)

Signature

Kevin L. Nault Assistant City Attorney

(Print Name) (Title)

Sep 30, 2025

Date

EXHIBIT A

Request for Payment Form and Certification

STATE OF NEW MEXICO
GRANT APPROPRIATION
Request for Payment Form
Exhibit A

I. Grantee Information (Must match your DFA Substitute W-9 Form)

A. Grantee: _____
B. Address: _____
(Complete Mailing, including Suite, if applicable)
_____
City, State, Zip
C. Contact Name/Phone #: _____
D. Grant No: _____
E. Project Title: _____
F. Grant Expiration Date: _____

II. Payment Computation

A.	Payment Request No.	
B.	Grant Amount:	$ 0.00
C.	AIPP Amount *(If Applicable)*:	$ 0.00
D.	Funds Requested to Date:	$ 0.00
E.	Amount Requested this Payment:	
F.	Reversion Amount *(if applicable)*:	$ 0.00
G.	Grant Balance:	$ 0.00

H. ☐ Final Request for Payment *(if applicable)*

III. Fiscal Year : 2026 (July 1, 2025-June 30, 2026)

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. Certifications

☐ I hereby certify that all conditions and requirements for Payments outlined in the Agreement have been met, including but not limited to:
a. Submission and approval of a Project Budget as per Article IV, Section A of the Agreement.
b. Compliance with the Project Budget and expenditure of funds in accordance with the State Procurement Code and the State's Model Accounting Practices.
c. Submission of supporting documentation as required by the Agreement.
d. Maintenance of all necessary records and documentation as stipulated in the Agreement.

☐ I attest that the information provided is correct; expenditures are properly documented and valid or actual receipts, and that the activity fully complies with Article IX, Sec. 14 of the New Mexico Constitution, known as the "anti-donation" clause.

☐ I hereby certify that all representations and warranties made in the Agreement remain true, accurate, and complete as of the date of this request, and will continue to be so throughout the term of the Agreement. I acknowledge that these representations and warranties are a material inducement for the Department to approve this pay request.

Emily K. Cater

Grantee Fiscal Officer or **Fiscal Agent** *(if applicable)*

Printed Name

Date: _____

Grantee Representative

Printed Name

Date: _____

(State Agency Use Only)

Vendor Code: _____ Fund No.: _____ PO # _____ Loc No.: _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

ASD Officer Date

Division Grant Manager Date

Revised 7/2025

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EXHIBIT B

Notice of Department's Obligation Form

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT B

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, Grant Manager

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: $ 0.00

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: Grant Manager

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

Revised 7/2025

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OPTIONAL EXHIBIT C
SPECIAL CONDITIONS

The capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard State capital outlay appropriations and assets acquired with such appropriations.

This Capital Outlay Special Grant Condition(s) **Exhibit C** is necessary pursuant to § 6-3b-1 et seq., NMSA 1978 (Public Finance Accountability Act) and MAPS Fin 9.2, due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's FY[20XX] audit. The Special Conditions identified below apply to the authorized agent, [insert the Grantee or Fiscal Agent name].

Procurement - All purchases or contracts the Grantee enters that shall use funding from the Department capital appropriations grant must be approved by the Department prior to the initiation of implementing purchasing documents. The Grantee shall receive such prior approval via official correspondence from the Department, which may be through letter or email. The Grantee shall submit the following to the Department in pursuit of prior approval: purchasing policies and procedures, CFO certification, documentation of management and program approval, policies and procedures governing purchasing and contracting, a copy of the current procurement and contracting policies, and documentation regarding informing staff responsible for purchasing and contracting on such policies and procedures.

Budget - Provide documentation of approval of your current budget from DFA Local Government or other authoritative agency. Provide policies and procedures on who is responsible for and how annual budgets (expenditures and revenue) are established, monitored and adjusted. Provide a corrective action plan on how budget issues identified in your audit will be/have been addressed. Also include documentation on how staff responsible for budgeting is informed on budget policies and procedures.

Capital Assets - Provide a complete list of inventory including inventory control numbers and current location. Provide policies and procedures on capital assets and inventory and specify how the proposed purchased items will be included, tagged, and tracked in capital asset inventory. Also include documentation on how staff responsible for capital assets is informed on capital asset policies and procedures.

Travel and Per Diem - Provide policies and procedures on travel and per diem. Also include how staff who travel and those responsible for travel reimbursement are informed on travel and per diem policies and procedures.

Timely Audits – Provide policies and procedures on annual audits. Provide documentation on how and who is responsible for insuring that annual audits are completed timely. Also include documentation on how staff responsible for the annual audit is informed on audit policies and procedures.

Cash Management – policies and procedures on cash management of federal funds. Provide procedures used to draw and disburse federal funds. Provide procedures to reconcile draw amounts, deposits and disbursements; and to prepare federal cash reporting documents to ensure compliance with federal regulations.

The <Grantee> was required to, and has provided sufficient documentation regarding [insert specific names of the Special Condition(s)], as referenced in the <Grantee>'s [20XX] Audit file. Therefore, the criteria to enter into this agreement have been met.

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EXHIBIT D

Project Budget Worksheet *

*(Provided separately when grant agreement issued to Grantee)

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Exhibit E

Data Sharing Provisions for New Mexico Capital Outlay Agreements

I. Introduction:

This Data Sharing Provisions Exhibit ("Exhibit") is incorporated into the New Mexico Capital Outlay Agreements ("Agreements") between the State of New Mexico ("State") and [Insert Partner Name] ("Partner"). This Exhibit outlines the terms and conditions under which data will be shared between the Parties to ensure compliance with New Mexico state laws and regulations, focusing on data privacy, security, and compliance.

II. Definitions:

a. Authorized User: An employee, agent, assign, representative, independent contractor, or other person or entity authorized by Partner or State to access, use, or disclose information through this exhibit.

b. Confidential Information: All data or information shared in confidence, with the expectation that it will not be disclosed in an identifiable form. This includes data that is exempt from public disclosure under the New Mexico Inspection of Public Records Act (§ 14-2-1 et seq. NMSA 1978) or other relevant laws.

c. Data Storage: Electronic media that hold recorded information.

d. Data Transmission: The process of moving information over a network from its source to one or more destinations.

e. Direct Identifier: Records or data containing personal identifiers such as names, addresses, and social security numbers.

f. Disclosure: Permission to access, release, transfer, or otherwise communicate confidential information by any means to any third party, except as authorized by the Party that controls the record.

g. Encryption involves using algorithms to encode data, rendering it unreadable without a specific key. It may be necessary during data transmission and/or storage.

h. Information: Any data, figures, statistics, or other facts provided or learned about someone or something, including Confidential Information, that may be legally transmitted under this Exhibit.

i. Limited Dataset: A data file that omits Direct Identifiers.

j. Protected Personally Identifiable Information: Sensitive personal details such as social security numbers and financial account numbers, with specific exclusions as outlined in the Agreements.

III. Purpose:

The purpose of this exhibit is to promote transparency, facilitate information sharing between the parties, support better policy and decision-making, and enhance public services through collaborative

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data analysis from various sources.

IV. Use of Information:

a. Use of Information obtained or created under this exhibit shall be strictly limited to the purposes stated herein and in the agreements. The parties agree not to sell Information to third parties or use it for commercial, solicitation, or political purposes.

b. Each Party shall serve as the custodian of the Information and comply with all conditions for its use, including security measures to prevent unauthorized access.

c. The Parties shall follow all relevant federal and state laws and regulations governing the use of such Information.

V. Safeguarding Information:

a. Confidentiality: Access to Confidential Information shall be limited to the minimum necessary to accomplish the purposes of this Exhibit. Authorized Users must adhere to the confidentiality requirements.

b. Security: Security practices shall comply with the requirements of the New Mexico Department of Information Technology Act and related regulations. The Parties agree to notify each other within three business days of any suspected or actual security breach.

c. Information Storage and Transmission: Data Storage and Transmission shall take place on an encrypted server with appropriate security controls.

VI. Re-Disclosure of Information:

The Parties agree not to disclose Information except as required by law or with prior written approval of the other Party. If there is a public records request, the Party receiving it shall notify the other Party within three business days.

VII. Ownership of Information:

Legal title to Information shall remain with the provider. The Partner grants the State a royalty-free, non-exclusive, non-transferable license to use the Information in furtherance of the purposes outlined in this Exhibit.

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 10/27/2025

Project Title: Fire Station Facilities Improvements

Project Type: ☑ CIP ☑ Grant ☐ Internal Tracking

Project ID: CIP2432001

Grant ID: S2430/S2559

Approved By: ERIKA LUJAN (Oct 28, 2025 12:50:16 MDT)

CMT (Finance Use Only)

Department: Public Works Project Manager: Various PMs Ext: 5930

FORM SUBMITTED BY D CALABAZA

Project Date Range: 10/27/2025 to 06/30/2028 ☐ Create Fixed Asset

---

☐ Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: NMDFA 25-J4366 % of Funding: 100

MUNIS ORG: 3209980 MUNIS OBJ: ~~490150~~ 490210 Awarded Amount: $247,500

Funding Source: NMDFA 25-J4367 % of Funding:

MUNIS ORG: 3209980 MUNIS OBJ: 490210 Awarded Amount: $3,955,050.00

ERIKA LUJAN (Nov 20, 2025 10:15:46 MST)

Expense String Phase:

A project must have at least one phase identified, this can be used as an additional level of tracking, for example, CIP - Design, Construction, etc. For Grants can be used as reimbursable types, such as transportation, salaries.

(You can create more than one phase and you can default MUNIS ORGs and OBJs, optional)

Phase: Construct MUNIS ORG: 3209980 MUNIS OBJ: 572970

Grants Only (list all grants if applicable): GRANTS/PROJECT WERE COMBINED PER HC REQUEST 2/10/25

Grantor Name: REAUTHORIZED 25J4366 (OLD 24-13134) Awarded Amount: 247,500.00

AR Charge Code: 3209980.490210 ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 700007 Federal CFDA (if applicable): N/A

Grantor Name: REAUTHORIZED 25J4367 (OLD 23H3201) Awarded Amount: 3,955,050.00

AR Charge Code: 3209980.490210 ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 700007 Federal CFDA (if applicable): N/A

(If grants please provide all grant award documents with form) ☑ Attached Grant Documentation

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Works / Facilities	11/17/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Construction	3209980	572970	CIP2432001	3,955,050	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
NMDFA 25-J4367 - Fire Station Facilities	3209980	490210	CIP2432001	(3,955,050)	
				$ -	$ -

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

DFA Grant Award 25-J4367 For Fire Station Facilities Improvements in the total amount of $3,955,050

Reversion date 6/30/2027

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

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

De Alva Calabaza 11/17/2025
Prepared By *{print name}* Date

Carol Swenson
Business Operations Manager Signature Date

JOHN BURNETT (Nov 18, 2025 15:57:05 MST)
Department Director Signature Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins
Budget Officer Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

GB Packet_Grant 25-J4367 Fire Stations $3.9M

Final Audit Report 2025-11-18

Created:	2025-11-18
By:	Elizabeth Kahahane (elkahahane@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAjLLFKuiA8WZ7tP64jzqFtvelrbDrIbMA

"GB Packet_Grant 25-J4367 Fire Stations $3.9M" History

Document created by Elizabeth Kahahane (elkahahane@santafenm.gov)
2025-11-18 - 7:33:19 PM GMT- IP address: 63.232.20.2

Document emailed to Timothy Farrell (tgfarrell@santafenm.gov) for signature
2025-11-18 - 7:53:23 PM GMT

Email viewed by Timothy Farrell (tgfarrell@santafenm.gov)
2025-11-18 - 8:13:33 PM GMT- IP address: 104.47.65.254

Document e-signed by Timothy Farrell (tgfarrell@santafenm.gov)
Signature Date: 2025-11-18 - 8:14:08 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to BRIAN MOYA (bjmoya@santafenm.gov) for signature
2025-11-18 - 8:14:10 PM GMT

Email viewed by BRIAN MOYA (bjmoya@santafenm.gov)
2025-11-18 - 8:14:59 PM GMT- IP address: 174.218.24.200

Document e-signed by BRIAN MOYA (bjmoya@santafenm.gov)
Signature Date: 2025-11-18 - 8:16:56 PM GMT - Time Source: server- IP address: 98.60.113.23

Document emailed to YVONNE SWENSON (ycswenson@santafenm.gov) for signature
2025-11-18 - 8:16:58 PM GMT

Email viewed by YVONNE SWENSON (ycswenson@santafenm.gov)
2025-11-18 - 10:30:20 PM GMT- IP address: 63.232.20.2

Document e-signed by YVONNE SWENSON (ycswenson@santafenm.gov)
Signature Date: 2025-11-18 - 10:32:33 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to JOHN BURNETT (jsburnett@santafenm.gov) for signature
2025-11-18 - 10:32:36 PM GMT

Powered by Adobe Acrobat Sign

Email viewed by JOHN BURNETT (jsburnett@santafenm.gov)

2025-11-18 - 10:56:15 PM GMT- IP address: 174.240.16.158

Document e-signed by JOHN BURNETT (jsburnett@santafenm.gov)

Signature Date: 2025-11-18 - 10:57:05 PM GMT - Time Source: server- IP address: 174.240.16.158

Agreement completed.

2025-11-18 - 10:57:05 PM GMT

Powered by
Adobe
Acrobat Sign

GB Packet_Grant 25-J4367 Fire Stations $3.9M - for GRANTS sigs

Final Audit Report 2025-11-21

Created:	2025-11-19
By:	Elizabeth Kahahane (elkahahane@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJ-0Au5UjYxoQ2NLcw7IIld69EiyloC3f

"GB Packet_Grant 25-J4367 Fire Stations $3.9M - for GRANTS sigs" History

Document created by Elizabeth Kahahane (elkahahane@santafenm.gov)
2025-11-19 - 0:36:04 AM GMT- IP address: 63.232.20.2

Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2025-11-19 - 0:40:50 AM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2025-11-19 - 6:46:32 PM GMT- IP address: 104.47.64.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2025-11-19 - 6:46:59 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to ERIKA LUJAN (evlujan@santafenm.gov) for signature
2025-11-19 - 6:47:02 PM GMT

Email viewed by ERIKA LUJAN (evlujan@santafenm.gov)
2025-11-20 - 5:14:00 PM GMT- IP address: 104.47.64.254

Document e-signed by ERIKA LUJAN (evlujan@santafenm.gov)
Signature Date: 2025-11-20 - 5:15:46 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2025-11-20 - 5:15:48 PM GMT

Document e-signed by EMILY OSTER (ekoster@santafenm.gov)
Signature Date: 2025-11-21 - 0:24:51 AM GMT - Time Source: server- IP address: 63.232.20.2

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Agreement completed.

2025-11-21 - 0:24:51 AM GMT

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CITY OF SANTA FE

The Purchasing Memo

Date: October 20, 2025

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

From: Daniel Garcia, Fire Fleet Manager DG Daniel Garcia

Via: Brian Moya, Fire Chief BM

Subject: Purchase of Metro Express 157, Type III

Vendor Name: Southwest Ambulance Sales

Munis Vendor Number: 3548

ITEM AND ISSUE:

Fire Department respectfully requests your review and approval of the purchase request for a Metro Express 157, Type III Ambulance in the total amount of $219,001 for the continued and uninterrupted medical response to the community with Southwest Ambulance Sales.

CONTRACT NUMBER:

We are utilizing Cooperative Agreement HGACBuy #AM10-23.

BACKGROUND AND SUMMARY:

The Santa Fe Fire Department respectfully requests approval of the purchase of a Type III Ambulance in the total amount of $219,001 for the continued and uninterrupted medical response to our community.

The ambulance being considered is Type III Ambulance 157 Medics Metro Express, provided by Southwest Ambulance Sales. This new unit will replace the aged-out unit and serve the City of Santa Fe.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: General Fund/Fund 100

Munis Org Name/Number: Fire Medical Services/1000186

Munis Object Name/Number: Vehicles < 1.5 Tons/570950

Budget Officer / Designee: Andy Hopkins **Date:** 11/19/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-135, Coop

The master agreement #AM10-23 expires on September 30, 2027.

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

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

Treasury/Point of Sale Components included? ☐ Yes | ☐ No

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

Comment/Exceptions: _____

Vehicles included? ☒ Yes | ☐ No

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

Is this an externally funded purchase? ☐ Yes | ☒ No

If yes, what is the issuing agency: _____

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

Comment/Exceptions: _____

Is this a Capital Asset or Project? ☒ Yes | ☐ No

Project Ledger Number: FIR2610001

Approval: Rebecca Lovato-Sanouvong **Title:** _____ **Date:** 11/19/2025

Comment/Exceptions: _____

ATTACHMENTS:

CPO Service Determination Email
Procurement document: Coop Master Agreement
Vendor's Quote
Certificate of Liability Insurance (COI), MVD License, W-9
Memo and BAR
Approved Project Ledger

HGACBuy	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	AM10-23	Date Prepared:	10/5/2025

Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract. As needed, delivery updates will be provided as soon as possible.

Buying Agency:	City of Santa Fe Fire Department	Contractor:	Southwest Ambulance Sales LLC
Contact Person:	Daniel Garcia	Prepared By:	Bobby Davis
Phone:		Phone:	806-336-3949
Fax:		Fax:	
Email:	dgarcia@santafenm.gov	Email:	bobby@swambulancesales.com

Product Description	F-ME166-T3	2024 Medix Tpe III

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 165,024.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary.
(Note: Published Options are "manufacturer standard options" which were submitted and priced in Contractor's proposal.)

Description	Cost	Description	Cost
See Attached			
	28,334.00		
		Subtotal From Additional Sheet(s):	
		Subtotal B:	28,334.00

HGACBuy THE SMART PURCHASING SOLUTION

C. Customization Category Totals - Itemize below / Attach additional sheet(s) if necessary.
(Note: Customization options are "manufacturer non-standard options" which were submitted and priced in Contractors's proposal.)

Description	Cost	Description	Cost
See Attached	21,172.00		
0		Subtotal From Additional Sheet(s):	
		Subtotal C:	21,172.00

Check: Total cost of Customization Categories (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	For this transaction the percentage is:	11%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	214,530.00	=	Subtotal D:	214,530.00

E. H-GAC Order Processing Charge (Amount Per Current Policy)	Subtotal E:	1,000.00

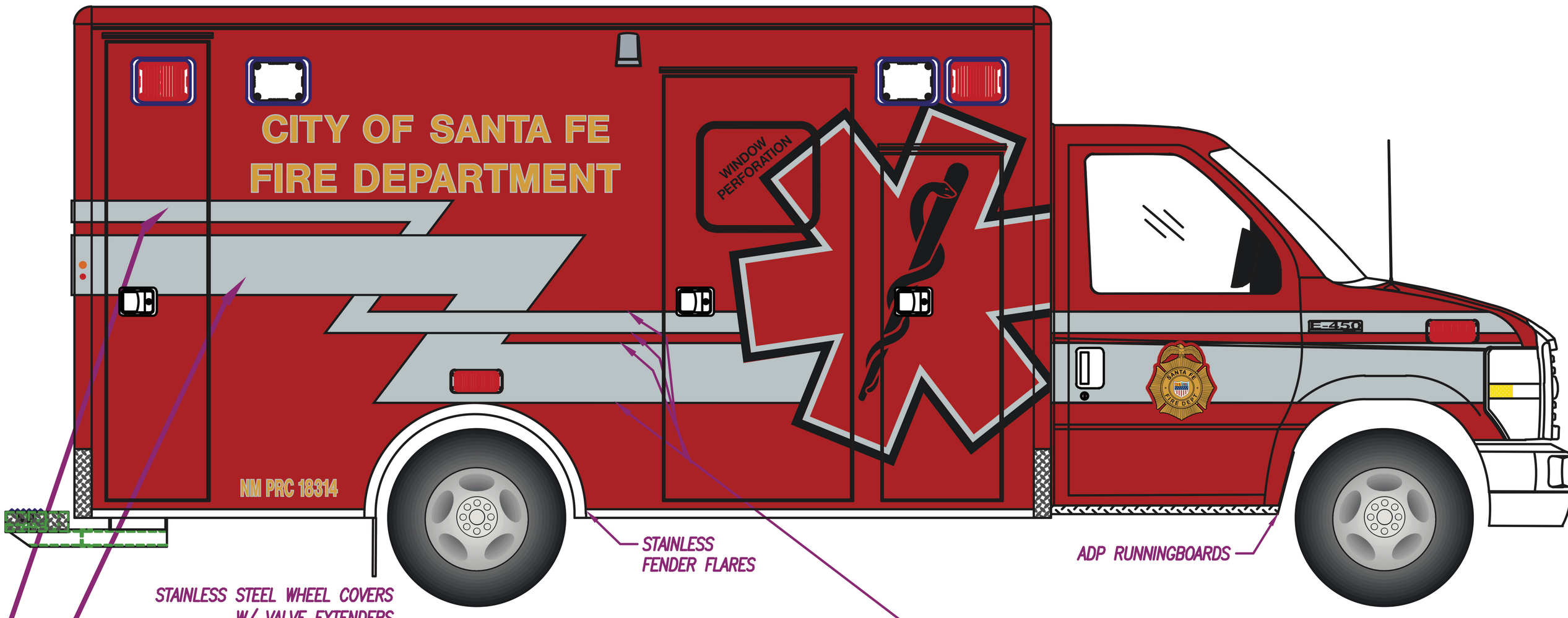
F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

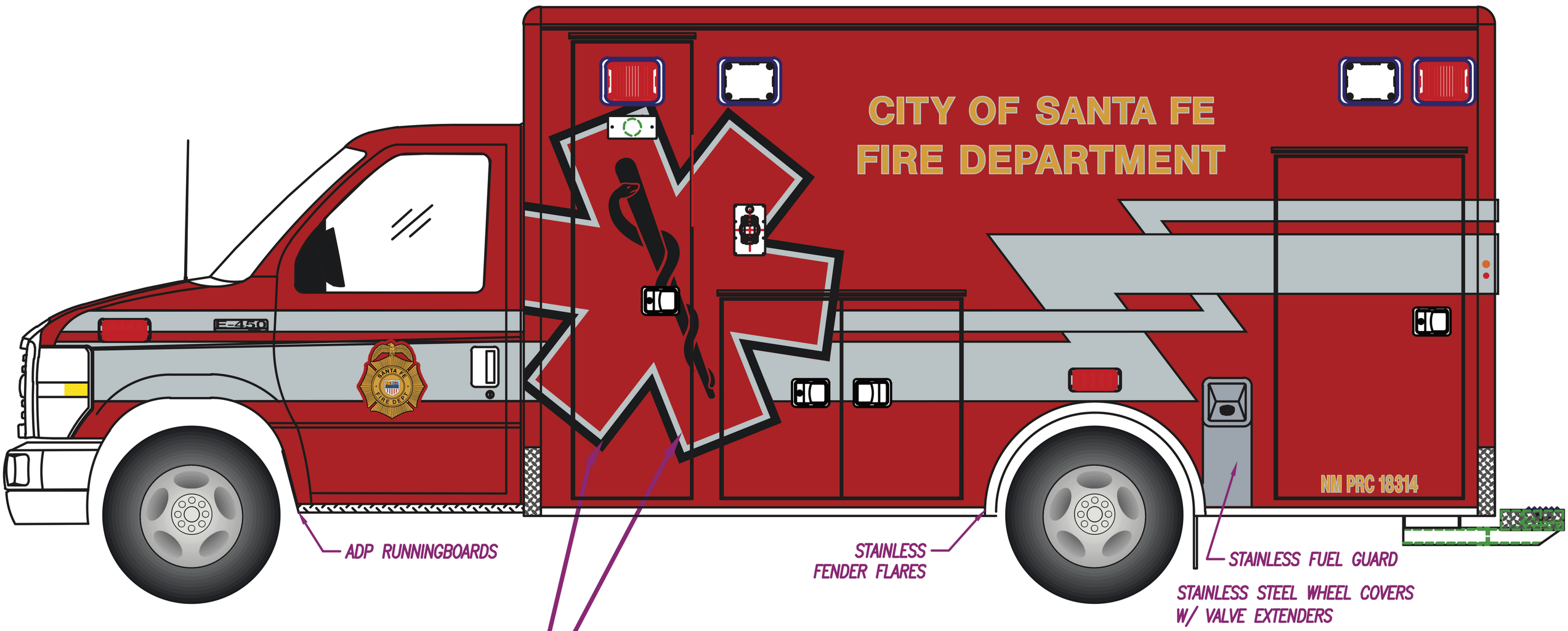
Description	Cost	Description	Cost
Delivery	3471		
		Subtotal F:	3471

Delivery Date:	3/15/2026	**G. Total Purchase Price (D+E+F):**	219,001.00

NEW LAYOUT #2 12-22-2022

UNIT TO BE PAINTED RED





LETTERING WILL BE 22KT LARGE ENGINE TURN REAL SIGN GOLD WITH A WHITE REFLECTIVE OUTLINE. DOOR LOGOS WILL BE PRINTED BLACK ON 22KT LARGE ENGINE TURN REAL SIGN GOLD. 3) WINDOW PERFORATION FILM ARE NON-REFLECTIVE.



HOOD

AMBULANCE

MEDIX SPECIALTY VEHICLES, INC.

Unit #:
XX-XXXXX

DEALER:	**SOUTHWEST AMBULANCE SALES**
CUSTOMER:	**City of Santa Fe Fire Department**
Street or P.O. Box	**200 Lincoln**
City, State, Zip	**Santa Fe, NM 87501**
Customer Contact:	**Daniel Garcia**
Customer Email:	**dgarcia@santafenm.gov**
Customer Phone #:	**505-467-9799**
Sales Associate:	**Bobby Davis**
Sales Engineer:	
VIN#:	***To be assigned by MEDIX***

Chassis Model Yr	**2026**
MEDIX Model	**Metro Express 157, Type III**
CHASSIS	**Ford E-450 XL Cutaway, 7.3L Gas, 158" WB, 14,500 GVWR**
BODY	**157"L x 94"W x 72" Interior Headroom**

QTY	STD/OPT	Description
1	**15-M2-CD**	**Chassis & Conversion**
		Chassis Adjustment Cost Estimate
	01-	**Flooring & Interior Colors**
1	STD	**Cabinets:** Laminated Wood **Laminate Color**: **GRAY**
1	STD	**Upholstery:** (Specify Color)
1	STD	**Color**: **GUNMETAL** Brand: **EVS**
1	STD	**Flooring:** Lonseal - Lonspeck Topseal Twilight Zone SX111
		-
	02-	**Body & Chassis**
1	STD	This chassis is equipped with a Gasoline Exhaust System to meet the EPA standards for Gasoline exhaust emissions
	Note Weld Shop	**See Front Wall print for additional turn light locations.** **NOTE: Opticom will be installed below front 7x3 leds, DO NOT cut out for 7x3!!**
	Note Weld Shop	**DELETE STANDARD STATIC VENT OVER THE CURBSIDE ENTRY DOOR TO ALLOW FOR GLOVE BOXES - DO NOT CUT HOLE**
1	STD	**Anti-Theft Device:** IdleLock Ignition Security System, for Ford E Series Chassis Only. Locate activation button to the right side of the steering wheel.
1	STD	**Camera System:** RVS Systems RVS-MV3619N-NM-02- Includes (1) 7" rear view mirror monitor, Surface Mount back-up camera and (1) 33' camera cable. Locate: (1) Camera mounted off lower RH corner of center rear Amber light; Monitor mounted on cab windshield rear view mirror.
1	STD	All Exterior compartments coated with light gray colored rubberized polyurethane material.

1	**200015-F**	**Chassis: Air Horns, Buell dual horns, (1) 10" and (1) 12" airhorn mounted through the front bumper with a momentary switch PN:MX09102 on front console. "Standard" compressor, tank and fittings.** **Specify Compressor Location: Compt. #2 Towards Ceiling to the left of the inverter.** **NOTE: Type III Ford E Series Only.**
1	STD	**Pass-Thru** w/Sliding, latching window that slides behind driver's seat. Window to have full length extruded handle for access.
1	STD	**Compartment Lights:** Optronics ILL36CB LED Compartment lights- ALL Models Locate: (1) Ceiling of Compt #1; (2) in Compt #2- (1) URH, (1) LLH; (1) in ceiling of Compartment #3; (2) in Compt #4/5; (1) in Compt #6 (if applicable).
1	**99-0835**	**Lights: Compartment, Optronics ILL36CB LED mounted in exterior compartment IATS** **NOTE: LOCATE IN #3 LEFT WALL TO LIGHT BELOW SHELF.**
1	STD	**Compartment #1 SS Forward:** Smooth Aluminum body, ADP interior door panel, O2 "M" cylinder storage for STEEL tank, Door w/gas-strut hold-open.
1	STD	**Compartment #2 SS Center:** Smooth Aluminum body, ADP interior door panel, Open Storage, Door w/gas strut hold-open. **(DELETE STANDARD Seat Belt Strap)**
1	**99-3699**	**Compartment #2: SS center, Drop Floor, 5" PN: 33-119437, Drop Pan will set in front of the shakle cover and run side to side of the tub.** **NOTE: Will not be used for spare tire or stair chair storage.** **NOTE: 157 Type III Ford Models Only.**
1	**200280**	**Shelf: Adjustable, Aluminum Diamond Plate, Exterior Compartment (Not to be used on MSV-II models)** **Specify Location: Compt. #2**
1	**99-3700**	**Compartment #3: SS Rear, 3/4 Height, smooth aluminum body, ADP interior door panel, NO Inside/Outside access-do not cut-out tub, added backer plate behind full inboard/back wall of compartment for customer mounting of gear/brackets; (1) adjustable shelf. Door with gas strut hold-open. ILOS Mid height compartment. See special tub #: 41-119297.** **NOTE: ME-157 Type III Model Only.**
2	STD	**Rear Entry Doors:** Single piece laminated smooth aluminum door liner w/stainless steel center panel for black paddle handles; ADP kick panels.
1	**MODIFIED**	**Compartment #4/5 CS Forward:** NO body above floor, ADP interior door panel, ALS Cabinet w/ Inside/Outside access, Full-height, single Door **w/rubber socket/nylon ball hold-open, DELETE STANDARD gas strut hold-open DUE TO ALS DESIGN AND TO MATCH LAST TRUCK**. Bottom section smooth aluminum body w/roll-out battery tray w/removable, latching door.

1	STD	**Curbside Entry Door:** Single piece, laminated smooth aluminum door liner w/stainless steel center panel for black and chrome paddle handles; ADP kick panels. Gas strut door hold-open. Smooth aluminum stepwell w/Dri-Dek insert.
1	STD	**Compartment #6 CS Rear:** smooth aluminum body, Vertical backboard storage w/2 belts. Door w/gas strut hold-open.
1	**200200A**	**Power Door Locks: All Entry and Compartment Doors, wired to OEM door lock system. (Does not include additional lock switches inside module.** **NOTE: See Option 99-0754 for additional switches.** **NOTE: Not for use on MSV-II Mods.**
1	**99-0678E**	**Power Door Locks: Stealth Switch on Ford, Power Door Lock System, Push Button Switch (Grille bracket on E-series: Ford 33-102402; F-series: 33-115626)** **LOCATION: Standard position in front grille area**
1	**99-0754**	**Switching: Power Door Locks Only, (2) door lock switches, MX09145: (1) located in a horizontal 2-switch Positron panel, in standardized position on Curbside Wall above head of bench; (1) located in 2-switch position Positron switch panel, on wall at curbside rear entry door in standardized position.**
1	STD	All Entry Door paddle handle and rotary latching components will include emergency door releases located top and bottom of each door and shall meet the FMVSS 206 30G Test Requirement
1	STD	**Rear Bumper:** ADP corner pods w/Dock bumper pads, Center grip-strut flip-up step, powder coated steel frame
2	STD	**IV Hangers:** (2) Cast black rubber fold-down over knee area of Cot and Squad Bench
3	STD	**Mirrors, OEM:** (1) each cab door, (1) on interior windshield
1	STD	**Wheel Covers:** Stainless steel covers w/Valve Extenders
4	STD	**Stone Guards:** lower body corners, ADP
1	STD	**Kick Plate, Rear:** ADP, below rear doors across to corner posts.
1	STD	**Rub Rails:** C-Channel, tapered ends, Lower Body off-set mount with neoprene spacers.
2	STD	**Running Boards:** Aluminum diamond plate w/splash guards.
1	STD	**Fender Flares**: Black rubber
1	STD	**Fuel Fill:** Cast aluminum fuel fill bezel.
1	STD	**Insulation:** Pink, double sided radiant barrier/acoustic material, installed on curbside and streetside rear wheel wells.
1	STD	**Insulation:** Spray in place foam applied to curbside entry step well and both rear wheel wells
1	STD	**Undercoating:** Per QVM Guidelines
1	**99-0384**	**Chassis: Hurricane Straps, (1) mounted on the lower portion of the Cab entry door on each side of Ford E-350/450 chassis.**
		-
	03-	**Brake, Turn & Back-Up Lights**
1	**99-2817**	**Lights: DOT, Brake/Tail, Turn, Back Up: Whelen 700 Series Super LED with chrome flange, ILOS 600 Series LEDs.**

1	STD	**DOT Marker Lights:** TecNiq LED, rubber grommet bezels; (7) S34-AC09-1 Amber- (5) on front of body as Marker lights, (2) side facing on rear extrusions as Turn Signals; (7) S34-RC90-1 Red- (5) on rear of Body as Marker lights, (2) side facing as Turn Signals.
1	**300050**	**Lights: Turn Arrows, (2) Whelen 700 Series Amber LED with chrome flange on front wall below outboard emergency flasher. IATS**
		-
	04-	**Electrical, Power Distribution, Control Center & Interior Lighting**
1	STD	**Battery Switch, Automatic:** TST CDR-400. Located in Electrical Cabinet.
2	STD	**Batteries:** OEM Locate: (1) Under hood, (1) In roll-out tray in Compartment #4/5
1	STD	**Front Console/ Switch Panel:** Formed Aluminum body powder coated black and attached to chassis floor. Switch panel: Engraved black plastic with LED lighted switches for Emergency Master, Primary/Secondary Modes, Siren/Horn, Left, Rear and Right Floods, Back-Up Alarm, Module Disconnect. Siren mounted in engraved panel below switches.
1	**99-1356**	**Switch Panels: Front, To have SWAS Logo - PN MX01565 for Front Switch Panel, ILOS Panel with Medix Logo.** **NOTE: Type I & III Models Only.**
1	**99-0747**	**Electrical: Antenna, (2) 25' Coax with 3/8" through-hole antenna bases prewired to roof ILOS standard coaxial cables.** **NOTE: MEDIX to drill hole and complete mount. Terminate coax with standard Power/Ground for each at the front console.** **Note: Modular Units Only.** **NOTE: all ends to have 3-ft tails: (1) Constant Hot & (1) Battery switch Hot (coaxs will run to std. dome #1 and #2 locations)**
2	**99-1274**	**Electrical: Prewire, (1) Ethernet Cable, CAT-6 25' cable to run from electrical cabinet to behind front console; (1) Ethernet Cable CAT-6 25' cable to run from electrical cabinet to ceiling of compartment #6**
10	STD	**Dome Lights:** LED w/flange; 2-banks of five (4), switched separately with Hi/Lo functions.
1	STD	**Action Area Light:** 12 VDC LED light, with On/Off switch on rear control panel
1	STD	**USB Port:** Vanner VSS-USB dual port 2Amp mounted on A/A wall
1	**99-0617**	**Electrical: Shoreline, 125VAC, 20-Amp, Kussmaul SUPER Auto Eject P/N: 091-55-20-120 side wired with hinged, yellow, weatherproof cover, Located above Compartment #2 on Streetside. Will have to be mounted on a Kussmaul Stainless Steel E-Z mounting plate P/N: 091-185-009 with green indicator light for ease of access. Mating Connector to be shipped loose. ILOS**
1	STD	**Timer:** 5-minute check-out, wired to CS High mode dome lights

1	**99-0994**	**Switching: Timer, Intermatic FD30MHW 30 minute spring wound rotary style timer with "HOLD" feature wired to patient compartment dome lights.** **Location: C/S WALL BY ENTRY DOOR**
1	**99-3022**	**Inverter: Vanner LSC12-2000- 2000 watt Pure Sine Wave with battery charger and built in GFI. Remote controlled with switch in rear panel. (This option deletes the GFI in the A/A wall). ILOS** **NOTE: OPTION 99-1955 IS REQUIRED WHEN ANY INVERTER IS MOUNTED IN ANY BULKHEAD or INTERIOR ENCLOSED CABINET. OPTION 99-2899 DUAL FANS REQUIRED ON RP-90ES and 150 MODELS. (N/A on P/T RP90 models and Transits)** **Location: On ceiling and back wall of Compartment #2, right hand side of compartment.**
1	**400150**	**Electrical: Battery Charger, DELETE STANDARD (when adding Inverter with integral charger)**
1	STD	**Breaker Box:** 125 VAC w/20-Amp Breaker located behind the driver's seat base. GFI receptacle located on the Action Area wall.
3	**MODIFIED**	**12 VDC Outlets: Delete (1) in Action Area, Move to lower RH corner of upper rear cabinet (for customer to plug in their IV Warmer),** (1) in ALS Cabinet **- the ALS outlet will need to be in a surface mount style box due to the divider-track wires on back side of stair chair divider at top.**
2	**400020**	**Electrical: 12VDC, Receptacle, Cigar style. IATS** **Location(s): (1) On left end of extended action area and (1) Upper back wall of Compartment #2 below the inverter. This 12v outlet will be in a surface mount style box and will be mounted horizontally to the left of the 125v. Outlet - To be Constant Hot.**
2	**99-0076**	**Electrical: 12VDC, 12 gauge power & ground. IATS** **Location(s): (1) Left wall of Comp #2; (1) Ceiling of compartment #6 - Constant/Battery.**
3	**MODIFIED**	**125 VAC Outlets**, **Duplex:** (1) in Action Area, (1) in ALS Cabinet **- the ALS outlet will need to be in a surface mount style box due to the divider-track wires on back side of stair chair divider at top.**
3	**400100**	**Electrical: 125VAC, Duplex Outlet, IATS** **Specify Location: (1) on left end of extended action area, (1) Curbside Wall at foot of Squad bench; (1) located in compartment #2 on back wall below inverter, in a surface mount style box and will be mounted horizontally to the right of the 12v. Outlet.**
1	STD	**Rear Switch Panel:** Engraved black plastic panel with (10) LED lighted switch positions for Dome Lights (2), Vacuum (1), Vent (1), A.A. Light (1), Inverter (1), Spare switches and digital clock w/Mode Buttons. MX01517.
1	STD	**Electrical Cabinet:** Located over cabin-module connection w/latching, recessed, vented door
1	**99-1558**	**Lights: Spotlight, 300,000 CP handheld, hard wired, with momentary On/Off switch, located in cab. Able 2 PN: 06-300**

		-
	05-	**Warning Lights & Sirens**
1	**STD**	**Lights:** Warning, Whelen LED EMERGENCY Lighting Package- Ford, Chevy Type I and Type III- Models ONLY. **NOTE: Does not include LED Scene Lights.**
		All LED lights shall have CLEAR Lenses. All emergency and scene lighting shall have chrome flanges in standard locations.
	MODIFIED	**Front of Body:** Add **(8)** Whelen **700** Series Super-LEDs- Specify pattern by LED **Color (6) Red and (2) White: R-R-W-R-R-W-R-R.** Outer (2) **RED** lights and the (2) **WHITE** lights flash on K-Spec flasher. Inner (4) **RED** flash independently on Light Bar switch on front console. **NOTE: See option below for 700 series led options.**
6	**99-2884**	**Lights: Warning, (1) Whelen 700 Series Red Super LED with clear lens 70R02FCR and chrome flange, ILOS 900 Series Red Super LED (90RR5FCR) and chrome flange.** **SPECIFY LOCATION: front wall see above**
1	**99-0932**	**Lights: Warning, Whelen 700 Series White Super LED 70C02FCR, ILO 900 Series White Super LED (90CC5FCR)** **SPECIFY LOCATION: front wall see above**
1	**99-1380**	**Lights: Warning, (1) Whelen 700 Series Super-LED 70C02FCR White with clear lens and chrome flange, IATS** **Must specify location: FRONT WALL SEE ABOVE**
1	**99-0706**	**Opticom/Emitter: Warning, GTT 794H LED Opticom Emitter (Supplier P/N: 151-794H) with on/off switch PN: 39-10-9053 in front console. Must be wired to de-activate when the vehicle is in park/neutral.** **Location: Front of Body centered below the (8) 7x3 LEDs**
		Sides of Body: (4) Whelen 900 Series Red Super-LEDs: (2) each side in upper corners
		Rear of Body: (4) Whelen 900 Series Red Super-LEDs: (2) in upper outboard corners, (2) Mid-Body wired as Warning/Brake at the window level; (1) Whelen 900 Series Amber Super-LED in the center position over the rear doors.
	MODIFIED	**Brake, Turn & Back-Up Lights:** Whelen **700** Series LEDs
		Lights, Warning, Intersection Lights: (2) Whelen 700 Red Series Super-LEDs on front fenders
1	**500210**	**Lights: Warning, (2) Whelen 700 Series Super-LED 70R02FCR Red with clear lens and chrome flange 7EFLANGE, IATS above rear wheel wells as rear intersection lights. Wire to Primary circuit only.**
1	**99-0106**	**Scene Lights: Front AND Rear side scene lights ON in Reverse.** **NOTE: requires additional relay**
2	STD	**Lights, Warning, Grille:** LINZ6R Red LED w/clear lenses & chrome flanges on center grille bar
4	STD	**Lights: Scene**, Whelen 900 Series Halogen with flange included - (2) Each Side of Module
2	STD	**Lights, Load:** Whelen 900 Series Halogen with flange included - (2) over rear entry doors
1	STD	**Flasher:** Dual mode flasher for Warning Light system, **Vanner 9860GCPE**

2	STD	**Siren Speakers:** Dual 100 Watt drivers mounted through the front bumper
1	STD	**Siren:** Whelen 295 SLSA1, 200 Watt
1	**99-0354-FE**	**Siren: Whelen Low Frequency "Howler" with HWLRB4 brackets for Ford E-Series. NOTE: Includes (2) Speakers.**
1	**99-1920**	**Lights: Scene/Load, (2) Whelen PSL1P Single Panel, low profile swivel mount Slimline Series LED flood lights mounted on the OEM FRONT BUMPER. SEE PREVIOUS UNIT 22-3033) ANGLE OUTWARD. NOTE: Mount so that light heads are directed to the driver's side and passenger side. Lights to be activated with separate switch labeled "Front Flood" MX09212**
		-
	06-	**Oxygen, Vacuum & Miscellaneous Items**
3	STD	**Oxygen Outlets:** Quick-connect style, (2) in Action Area, (1) over Squad Bench
1	**600070**	**Oxygen: Electric O2 with manual bypass and switch mounted on A/A panel**
1	**MODIFIED**	**Suction Aspirator System: SSCOR disposable container w/gauge and quick-connect**; SSCOR vacuum pump mounted **on ceiling of Compartment #2, to the left of the inverter.**
1	**99-0639**	**Suction System: SSCOR with SS Bracket for container, electric pump-ILOS Rico System. LOCATE: Gauge on Action Wall panel per print and Suction canister w/VAC outlet in recessed pocket.**
1	STD	**Oxygen Cylinder Retention:** For "M" cylinder, black steel w/3-spring buckle straps and top collar, located in Compartment #1
1	STD	**O2 Regulator:** Amvex, 50psi, pre-set
		-
	07-	**AC / Heat**
1	STD	**HVAC System:** High capacity free blow combination Heat-AC system with digital thermostat control on the action area wall. HVAC unit mounted in front bulkhead above the ALS.
		-
	08-	**Cabinets, Hardware & Miscellaneous Items**
1	STD	**Main Streetside Wall Cabinets:** Specify desired configuration-
1	**STD**	**Full Wall of Cabinets with Extended Action Area Countertop**
		Main Wall Cabinets will have (1) adjustable shelf in each and sliding polycarbonate doors with full height extruded handles. See Prints for Configuration.
1	STD	**Action Area Overhead Cabinet:** Single cabinet full-height/full-depth of Action Area with sliding polycarbonate doors and full height extruded handles.

1	**MODIFIED**	**Extended Action Area and Switch Panel:** Laminated, sealed countertop and vertical ALUMINUM panel with **Suction system, SSCOR Vacuum gauge, (1) Bypass,** (2) Oxygen outlets, (1) USB, (1) 125VAC Outlet and digital Thermostat. Switch panel MX01517 includes (10) switch positions and digital clock w/Mode Buttons. **NOTE: Relocate (1) 12VDC outlet to the upper rear cabinet, lower right hand corner.** **NOTE: Additional 125v and 12v on left end of A/A panel.**
1	**99-1369**	**Defibrillator Mount: Monitor mount backer plate installed below EXTENDED action area countertop. PN:33-102292 - 15" x 28" x .25" aluminum plate** **NOTE: Far Left end of Extended A/A Shelf**
1	**99-1369**	**Defibrillator Mount: Monitor mount backer plate installed below EXTENDED action area countertop. PN:33-102292 - 15" x 28" x .25" aluminum plate** **NOTE:IN ADDITION TO THE STANDARD ONE TO GIVE CUSTOMER 56" OF COUNTERTOP WITH BACKER UNDER IT.**
1	**99-3701**	**Cabinets: Main Cabinet Wall, Extended Action Area with 2nd full depth Overhead cabinet; Upper and Lower Rear Cabinets to be divided vertically into two separate cabinets each. See Print E. Upper rear main to have sliding polycarbonate doors. Lower cabinet to have hinged 1/2" acrylic door w/non-locking paddle latch and (1) adjustable shelf.** **NOTE: ME-157 Models Only.**
1	**99-1144**	**Cabinets: Add recessed pocket below A/A countertop for SSCOR suction canister and Vacuum outlet ILO mounting canister on the A/A panel.**
1	STD	**Bulkhead Wall Cabinets**: HVAC cabinet above Tech Seat; Electrical Cabinet located above cabin-module connection w/hinged, latching, vented door
1	STD	**Bulkhead Cabinets:** Upper cabinet- general storage w/hinged, latching door; Lower cabinet general storage w/hinged, latching, vented door.
1	**99-3702**	**ALS Cabinet: Stair chair storage with access thru exterior compartment door. There will be a Fixed divider 10" from bulkhead wall for Stair Chair storage - cut divider 7" back from exterior door opening. Interior ALS access will have (2) tall wood doors with a non-locking paddle latch on each door. There will be (3) adjustable wood, half-shelves on patient compartment side of divider, shelves to have chamfered ends on door side and HD edge trim. Requires deleting of the gas-strut hold-open and using the ball socket hold-open on the exterior door.** **NOTE: ME-157 Models Only**
1	**99-0798**	**Glove Box Holders: (3) with hinged, black 11ga steel powder-coated door, above Curbside Entry Door.** **NOTE: DELETES STATIC VENT OVER SIDE ENTRY DOOR**

1	**99-3333**	**A-Bar: WITH Sharps/Waste, 15" Wide; .250" Mounting plate. Requires squad bench assembly print different than standard.** **NOTE: RP90 and ME157 Models Only.**
1	**MODIFIED**	**Squad Bench:**
	1	Full length hinged lid w/TriMark latch for access to interior storage; Full length upholstered seat cushion **(DELETE STANDARD Sharps/Waste Area.)**
	2	2) EVS Pro-4 seat belt system seating positions. The seat belt positions shall include a custom contoured seat back, a single click Pro-4 seat belt, custom pads on the upper straps for shoulder comfort, a custom retractor for securing a secondary patient and a heat embossed Medix LOGO at the heat area.
1	**DEL**	**DELETE STANDARD Sharps/Waste: Drop-in style with aluminum, powder coated red, hinged lid and standard containers, located at head of squad bench.**
1	STD	**Cabinet, Squad Bench Overhead:** with (2) flip-up 1/2" Acrylic doors and Eberhard two point paddle latches with constant torque hinges.
1	STD For 2024 Model	**Cabinet, Rear Overhead:** Cabinet over rear door opening with (1) flip-up 1/2" Acrylic door, LifeDefender latch, and constant torque hinges.
1	**99-2777**	**Seating: EVS 1880 Child Safety Seat, (1) Technician's Seat MDX-1880S4B with 10º back. Rear facing automotive style seat to include a Pro-4 black belt system, comfort shoulder padding with heat embossed Medix LOGO at the head area of the backrest and the child safety seat system. -ILOS Pro-4 seat.** **NOTE: Must specify seat base in separate line item.** **NOTE: Medix Modular Models Only (Not for use on RP90 models).**
1	STD	**Seat Base:** EVS CB-Side storage base for EVS Technician's Seat
1	STD	**Assist Rail:** overhead off-center toward Streetside of unit.
3	STD	**Grab handles:** 12" x 1.25" dia. stainless steel mounted on each rear entry and curbside entry door
1	STD	**Reflective Striping, Door Open Protection**: .50" Red reflective striping around interior door pan of all body doors.
		-
	09-	**Cots & Miscellaneous Items**
1	**99-0878**	**Cot Mount: Stryker, Performance Load (6392-000-001), with inductive charger and floor plate ILOS 175-4.** **LOCATION: SIDE MOUNT FOR FULL WALL.**
		-
	10-	**Paint & Lettering**

1	1000084	**Paint: Type 3, Body and Chassis, Custom Color** **Color: American LaFrance Red (Pierce #80)** **Color Code: PPG 917805 FBC** **Configuration: All of cab and module to be red.** **NOTE: Requires Paint Color and Code Prior to submitting order. Paint spray samples must be approved prior to scheduling.**
1	OPT	**Grayson Graphics to supply and inatall graphics package With Rear Chevrons. See Quote.**
1	1000100	**Roof Star ONLY, INSTALLED**
1	99-1098	**Windows: Privacy tint, dark vinyl applied to all three entry module entry door windows.** **NOTE: Module application only.**
		-
		SHIP LOOSE
2	STD	**Fire Extinguisher:** (2) 5 lb- Ship Loose is Standard
2	99-1667	**Oxygen: O2 Cylinder Mount, (1) CPI OA1201-D-1 strapless oxygen bottle holder with mounting plate, for (1) "D" cylinder.** **Specify Location(s): Ship Loose**
TOTAL ORDER $219,001.00		

I have reviewed this Order and find it to be acceptable and ready to build.

_____ **Date:** _____

Dealer Signature

I have reviewed this Order and find it to be acceptable and ready to build with the addition of the attached, approved changes.

Dealer Signature

NEW!

Please click the link below to complete the Medix Purchase Agreement Standard Terms & Conditions.
Please note, your order will not be accepted without receipt of the signed Terms & Conditions.

Medix Purchase Agreement Standard Terms & Conditions for Sale

Due to on-going product improvements and the changing requirements of the ambulance industry, MEDIX Specialty Vehicles, Inc. reserves the right to change product specifications and related products without prior notice and without any obligation to change prior products or parts. ALL PATENTS RIGHTS RESERVED.

Product quotes are subject to change. Purchase Price will be the published price list within Quote/Order Entry System on the date of order acceptance by Company

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 10/15/2025

Project Title: TYPE III ME-157

Project Type: ☐ CIP ☐ Grant ☑ Internal Tracking

Project ID: FIR2610001

Grant ID: N/A

Approved By: ERIKA LUJAN (Oct 20, 2025 09:08:02 MDT)

CT (Finance Use Only)

Department: 200 - Fire Project Manager: Toniette C. Martinez Ext: 3109

Project Date Range: 07/01/2025 to 06/30/2026 ☑ Create Fixed Asset

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☐ Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: general fund % of Funding: 100

MUNIS ORG: 1000186 MUNIS OBJ: _____ Awarded Amount: $219,001

Funding Source: _____ % of Funding: _____

MUNIS ORG: _____ MUNIS OBJ: _____ Awarded Amount: _____

Expense String Phase:

A project must have at least one phase identified, this can be used as an additional level of tracking, for example, CIP - Design, Construction, etc. For Grants can be used as reimbursable types, such as transportation, salaries.

(You can create more than one phase and you can default MUNIS ORGs and OBJs, optional)

Phase: Vehicles < 1.5 Tons MUNIS ORG: 1000186 MUNIS OBJ: 570950

Grants Only (list all grants if applicable):

Grantor Name: N/A Awarded Amount: N/A

AR Charge Code: _____ ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: _____ Federal CFDA (if applicable): _____

Grantor Name: _____ Awarded Amount: _____

AR Charge Code: _____ ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: _____ Federal CFDA (if applicable): _____

(If grants please provide all grant award documents with form) ☐ Attached Grant Documentation

Account Inquiry [CITY OF SANTA FE]

Account

Fund	100 GENFUND	Acct	100-15-20-2100-186-00-000-570950-		
Org	1000186 FIRMedSvcs	Acct name	Vehicles < 1.5 Tons		Account Notes
Object	570950 Vhcl < 1.5	Type	Expense	Status	Active
Project		Rollup	GFMDN		FireMedicalSvcsNEP
		Sub-Rollup			

MultiYr Fund

4 Year Comparison | Current Year | History | 4 Year Graph | History Graph

Yr/Per 2025/01	Fiscal Year 2025	Fiscal Year 2024	Fiscal Year 2023	Fiscal Year 2026
Original Budget	212,000.00	.00	.00	212,000.00
Transfers In	469,000.00	212,000.00	.00	7,001.00
Transfers Out	.00	.00	.00	.00
Revised Budget	681,000.00	212,000.00	.00	219,001.00
Actual (Memo)	683,666.03	211,830.00	.00	.00
Encumbrances	.00	.00	.00	.00
Requisitions	.00			.00
Available	-2,666.03	170.00	.00	219,001.00
Percent used	100.39	99.92	.00	.00

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MASTER GENERAL PROVISIONS

This Master Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Southwest Ambulance Sales, LLC, hereinafter referred to as the Contractor, having its principal place of business at 621 East Kennedale Parkway, Kennedale, TX 76060.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Master Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Master Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Master Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Master Agreement and bind the Contractor to the terms of this Master Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Master Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Master Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: PUBLIC INFORMATION

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Master Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

ARTICLE 4: INDEPENDENT CONTRACTOR

The execution of this Master Agreement and the rendering of services prescribed by this Master Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Master Agreement or act of H-GAC in performance of the Master Agreement shall be construed as making the Contractor the agent, servant, or employee of H-GAC, the State of Texas, or the United States Government. Employees of the Contractor are

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subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

ARTICLE 6: SUSPENSION AND DEBARMENT

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to the Federal Rule above, Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)

H-GAC's goal is to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
6.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting

NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes, or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed subcontractors, provision of documented evidence that an active participatory role for a DBE entity was

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considered in a procurement transaction, etc.

ARTICLE 8: SCOPE OF SERVICES
The services to be performed by the Contractor are outlined in an Attachment to this Master Agreement.

ARTICLE 9: PERFORMANCE PERIOD
This Master Agreement shall be performed during the period which begins Oct 01 2023 and ends Sep 30 2027. All services under this Master Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Master Agreement.

ARTICLE 10: PAYMENT OR FUNDING
Payment provisions under this Master Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

ARTICLE 11: PAYMENT FOR WORK
The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISCOUNTS
If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

ARTICLE 13: REPORTING REQUIREMENTS
If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Master Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this Master Agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this Master Agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Master Agreement. Any additional reporting requirements shall be set forth in the Special Provisions of this Master Agreement.

ARTICLE 14: INSURANCE
Contractor shall maintain insurance coverage for work performed or services rendered under this Master Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS
Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet, or otherwise dispose of this Master Agreement or any right, title, obligation, or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Master Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 16: AUDIT
Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Master Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be

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conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 17: TAX EXEMPT STATUS

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

ARTICLE 18: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Master Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Master Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party Master Agreements.

ARTICLE 19: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Master Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS

Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor’s behalf or refuse to add entities after a contract is awarded.

ARTICLE 21: CHANGE ORDERS AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Master Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

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B. To ensure the legal and effective performance of this Master Agreement, both parties agree that any amendment that affects the performance under this Master Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Master Agreement and shall be binding upon the parties as if written herein.

C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

ARTICLE 22: CONTRACT ITEM CHANGES

A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.

B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H- GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.

C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.

D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide written notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

ARTICLE 23: CONTRACT PRICE ADJUSTMENTS

Price Decreases

If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing.

Price Increase

Contractors may request a price increase for items priced as Base Bid items and Published Options. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of

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the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges or other governmental actions, or other economic factors. Manufacturer price/contract changes involving the sale of motor vehicles will be considered and may be allowed during the entire contract period subject to submission and verification of the proper documentation required for a contract change as referenced in this section.

Price Changes
Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g., 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes.
For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document. The request must include the new catalog or price sheet. All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

Requesting Price Increase/Required Documentation
Contractor must submit a written overview of changes requested and reasons for the request, stating the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must be supported with substantive documentation (e.g., notices from suppliers and manufacturers of pricing changes in products, components, transportation, raw materials or commodities, and/or product availability, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line-item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and updating of the website. The letter and documentation must be sent to Lead Program Coordinator, james.glover@h-gac.com.

Review/Approval of Requests
If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

ARTICLE 24: DELIVERIES AND SHIPPING TERMS

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Shipping must be Freight On Board Destination to the delivery location designated on the Customer purchase order. The Contractor will retain title and control of all goods until delivery is completed and the Customer has accepted the delivery. All risk of transportation and all related charges are the responsibility of the Contractor. The Customer will notify the Contractor and H-GAC promptly of any damaged goods and will assist the Contractor in arranging for inspection. The Contractor must file all claims for visible or concealed damage. Unless otherwise stated in the Master Agreement, deliveries must consist only of new and unused merchandise.

ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)

There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees

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to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

ARTICLE 26: MANUALS

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Master Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices, and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior approval.

ARTICLE 28: WARRANTIES, SALES, AND SERVICE

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Master Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

ARTICLE 29: TERMINATION PROCEDURES

The Contractor acknowledges that this Master Agreement may be terminated for Convenience or Default. H-GAC will not pay for any expenses incurred after the termination date of the contract.

A. *Convenience*

H-GAC may terminate this Master Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Master Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. *Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Master Agreement, in any one of the following circumstances:

(1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or

(2) If the Contractor fails to perform any of the other provisions of this Master Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Master Agreements that completion of services herein specified within the Master Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period of ten (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

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(3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

ARTICLE 30: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Master Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Master Agreement, which shall continue in full force and effect.

ARTICLE 31: FORCE MAJEURE

To the extent that either party to this Master Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 32: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or Contractors subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Master Agreement, shall participate in any decision relating to this Master Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Master Agreement.

A. **Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict-of-interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website https://www.ethics.state.tx.us/forms/CIQ.pdf. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.

B. **Certificate of Interested Parties Form – Form 1295:** As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

ARTICLE 33: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Master Agreement," If the Federal award meets the definition of "funding Master Agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding Master Agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Master Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Master Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b)

Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Master Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Master Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CPR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CPR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 34: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (EFFECTIVE AUG. 13, 2020 AND AS AMENDED OCTOBER 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Respondent must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that offerors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 35: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, when using federal grant award funds H-GAC should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). H-GAC must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, then it shall work with H-GAC to provide all required certifications and other documentation needed to show compliance.

ARTICLE 36: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Master Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity

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through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Master Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation, and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Master Agreement or which would adversely affect the Contractor's ability to perform services under this Master Agreement.

ARTICLE 37: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits, or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Master Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Master Agreement.

ARTICLE 38: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Master Agreement.

ARTICLE 39: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Master Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Master Agreement.

ARTICLE 40: JOINT WORK PRODUCT

This Master Agreement is the joint work product of H-GAC and the Contractor. This Master Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 41: PROCUREMENT OF RECOVERED MATERIAL

H-GAC and the Respondent must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent

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certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

ARTICLE 42: COPELAND "ANTI-KICKBACK" ACT

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

ARTICLE 43: DISCRIMINATION

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

ARTICLE 44: DRUG FREE WORKPLACE

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable. For the purposes of this Section, "drug-free" means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

ARTICLE 45: APPLICABILITY TO SUBCONTRACTORS

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Master Agreement will be bound by the foregoing terms and conditions.

ARTICLE 46: WARRANTY AND COPYRIGHT

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

ARTICLE 47: DATA HANDLING AND SECURITY

It will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent unauthorized access to all data, products, and deliverables.

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ARTICLE 48: DISPUTES

All disputes concerning questions of fact or of law arising under this Master Agreement, which are not addressed within the Whole Master Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Master Agreement and in accordance with H-GAC's final decision.

ARTICLE 49: CHOICE OF LAW: VENUE

This Master Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Master Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 50: ORDER OF PRIORITY

In the case of any conflict between or within this Master Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and 4) Other Attachments.

ARTICLE 51: WHOLE MASTER AGREEMENT

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. If this Master Agreement has not been signed by the Contractor within 30 calendar days, this Master Agreement will be automatically voided. The Master General Provisions, Master Special Provisions, and Attachments, as provided herein, constitute the complete Master Agreement between the parties hereto, and supersede any and all oral and written Master Agreements between the parties relating to matters herein. Except as otherwise provided herein, this Master Agreement cannot be modified without written consent of the parties.

ARTICLE 52: UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM)

In accordance with 2 CFR Title 2, Subtitle A, Chapter I, Part 25 as it applies to a Federal awarding agency's grants, cooperative agreements, loans, and other types of Federal financial assistance as defined in 2 CFR 25.406. Contractor understands and as it relates to 2 CFR 25.205(a), a Federal awarding agency may not make a Federal award or financial modification to an existing Federal award to an applicant or recipient until the entity has complied with the requirements described in 2 CFR 25.200 to provide a valid unique entity identifier and maintain an active SAM registration (www.SAM.gov) with current information (other than any requirement that is not applicable because the entity is exempted under § 25.110). 2 CFR 25.200(b) requires that registration in the SAM **prior to submitting an application or plan**; and maintain an active SAM registration with current information, including information on a recipient's immediate and highest level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency; and provide its unique entity identifier in each application or plan it submits to the Federal awarding agency. To remain registered in the SAM database after the initial registration, the applicant is required to review and update its information in the SAM database on an annual basis from the date of initial registration or subsequent updates to ensure it is current, accurate and complete. At the time a Federal awarding agency is ready to make a Federal award, if the intended recipient has not complied with an applicable requirement to provide a unique entity identifier or maintain an active SAM registration with current information, the Federal awarding agency: (1) May determine that the applicant is not qualified to receive a Federal award; and (2) May use that determination as a basis for making a Federal award to another applicant.

ARTICLE 53: PROCUREMENT OF RECOVERED MATERIALS

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In accordance with 2 CFR 200.323, the Houston-Galveston Area Council and the Contractor or Subrecipient must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the Contractor or Subrecipient certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Agreement will be at least the amount required by the applicable contract specifications or other contractual requirements.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Master Agreement as of the date first written above, as accepted by:

Southwest Ambulance Sales, LLC		**H-GAC**	
Signature	DocuSigned by: Bobby Davis 6D85161E18BE4BF...	Signature	DocuSigned by: 82EC270D5D61423...
Name	Bobby Davis	Name	Chuck Wemple
Title	Regional Sales Manager	Title	Executive Director
Date	10/10/2023	Date	10/13/2023

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MASTER SPECIAL PROVISIONS

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. Incorporated by attachment, as part of the whole Master Agreement, H-GAC and the Contractor do, hereby agree to the Master Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Master Agreement, the following documents listed in order of priority are incorporated into the Master Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER MASTER AGREEMENTS ("EUA")

H-GAC acknowledges that the END USER, which is the HGACBuy customer utilizing the contract (CUSTOMER and END USER may be used interchangeably) may choose to enter into an End User Master Agreement (EUA) with the Contractor through this Master Agreement. A CUSTOMER/END USER is a state agency, county, municipality, special district, or other political subdivision of a state, or a qualifying non-profit corporation (providing one or more governmental function or service that possess legal authority to enter into the Contract. The term of the EUA may exceed the term of the current H-GAC Master Agreement.

H-GAC's acknowledgement is not an endorsement or approval of the End User Master Agreement's terms and conditions. Contractor agrees not to offer, agree to or accept from the CUSTOMER/END USER, any terms or conditions that conflict with those in Contractor's Master Agreement with H-GAC. Contractor affirms that termination of its Master Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Master Agreement, termination of this Master Agreement will disallow the Contractor from entering into any new EUA with CUSTOMER/END USER. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Master Agreement between H-GAC and Contractor.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Master Agreement, Contractor develops a regularly followed standard procedure of entering into Master Agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, Contractor shall notify H-GAC within ten (10) business days thereafter, and this Master Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past Master Agreement with another entity. Contractor shall provide the same prices, warranties, benefits, or terms to H-GAC and its CUSTOMER/END USER as provided in its most favorable past Master Agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If Contractor claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Master Agreement, does not constitute more favorable treatment, than Contractor shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons Contractor believes the aforesaid

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offer is not in fact most favored treatment. H-GAC, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Master Agreement between H-GAC and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored Master Agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the CUSTOMER/END USER.

EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer, or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to CUSTOMER/END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Master Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the CUSTOMER/END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to CUSTOMER/END USER based on the pricing and terms of this Master Agreement. H-GAC will invoice Contractor for the applicable order processing charge when H-GAC receives notification of a CUSTOMER/END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent CUSTOMER/END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of a CUSTOMER/END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Master Agreement, including sales to entities without Interlocal Master Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Master Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Master Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services a CUSTOMER/END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Master Agreement actually performed, and for which compensation was received by Contractor.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the CUSTOMER/END USER at the time a CUSTOMER/END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage minimums:

a. General liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.
b. Product liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.
c. Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody, or control. The minimum Single Occurrence limit is $500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to H-GAC.
d. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.
e. Original Insurance Certificates must be furnished to H-GAC on request, showing Contractor as the insured and showing coverage and limits for the insurances listed above.
f. If any Product(s) or Service(s) will be provided by parties other than Contractor, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by H-GAC, a separate insurance certificate must be submitted for each such party.
g. H-GAC reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. Contractor shall remain prepared to offer a PPB to cover any order if so requested by the CUSTOMER/END USER. Contractor shall quote a price to CUSTOMER/END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of CUSTOMER/END USER's purchase order.

ARTICLE 10: ORDER PROCESSING CHARGE

H-GAC will apply an Order Processing Charge for each sale done through the H-GAC contract, with the exception of orders for motor vehicles. Any pricing submitted must include this charge amount per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge is paid by the CUSTOMER/END USER. Contractor will need to refer to the solicitation for the Order Processing Charge.

ARTICLE 11: CHANGE OF STATUS

Contractor shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Master Agreement shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Master Agreement.

ARTICLE 12: REQUIREMENTS TO APPLICABLE PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must comply with any applicable provisions of the Texas Business and Commerce Code, Title 1, Chapter 2 and with at least the following:

a. Be new, unused, and not refurbished.
b. Not be a prototype as the general design, operation, and performance. This requirement is NOT meant to preclude the Contractor from offering new models or configurations which incorporate improvements in a current design or add functionality, but in which new model or configuration may be new to the marketplace.
c. Include all accessories which may or may not be specifically mentioned in the Master Agreement, but which are normally furnished or necessary to make the Product ready for its intended use upon delivery. Such accessories shall be assembled, installed, and adjusted to allow continuous operation of Product at time of delivery.
d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a Product as may be purchased simultaneously by any END USER/CUSTOMER.
e. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
f. Be available for inspection at any time prior to or after procurement.

ARTICLE 13: TEXAS MOTOR VEHICLE BOARD LICENSING

All Contractors that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Master Agreement term, any required Contractor license is denied, revoked, or not renewed, Contractor shall be in default of this Master Agreement, unless the Texas Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

ARTICLE 14: INSPECTION/TESTING

All Products sold pursuant to this Master Agreement will be subject to inspection/testing by or at the direction of H-GAC and/or the ordering CUSTOMER/END USER, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Master Agreement, and unless otherwise agreed in advance, the cost of any inspection and/or testing, will be the responsibility of the Contractor.

ARTICLE 15: ADDITIONAL REPORTING REQUIREMENTS

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

a. CUSTOMER/END USER Name
b. Product/Service purchased, including Product Code if applicable
c. Customer Purchase Order Number
d. Purchase Order Date
e. Product/Service dollar amount
f. HGACBuy Order Processing Charge amount

ARTICLE 16: BACKGROUND CHECKS

Cooperative customers may request background checks on any awarded contractor's employees who will have direct contact with students, or for any other reason they so choose, any may require contractor to pay the cost of obtaining any background information requested by the CUSTOMER/END USER.

ARTICLE 17: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL CERTIFICATION

As required by Chapter 2271 of the Texas Local Government Code the Contractor must verify that it 1) does not boycott Israel; and 2) will not boycott Israel during the term of the Contract. Pursuant to Section 2271.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

ARTICLE 18: NO EXCLUDED NATION OR TERRORIST ORGANIZATION CERTIFICATION

As required by Chapter 2252 of the Texas Government Code the Contractor must certify that it is not a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

ARTICLE 19: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (Effective Aug. 13, 2020 and as amended October 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. ''Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Contractor must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that Contractors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 20: BUY AMERICA ACT (National School Lunch Program and Breakfast Program)

With respect to products purchased by CUSTOMER/END USER for use in the National School Lunch Program and/or National School Breakfast Program, Contractor shall comply with all federal procurement laws and regulations with respect to such programs, including the Buy American provisions set forth in 7 C.F.R. Part 210.21(d), to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

In the event Contractor or Contractor's supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, H-GAC CUSTOMER/END USER may decide not to purchase from Contractor. Additionally, H-GAC

CUSTOMER/END USER may require country of origin on all products and invoices submitted for payment by Contractor, and Contractor agrees to comply with any such requirement.

ARTICLE 21: BUY AMERICA REQUIREMENT (Applies only to Federally Funded Highway and Transit Projects)

With respect to products purchased by CUSTOMER/END USER for use in federally funded highway projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 23 U.S.C. Section 313, 23 C.F.R. Section 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code Section 223.045, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs. With respect to products purchased by CUSTOMER/END USER for use in federally funded transit projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 49 U.S.C. Section 5323(j)(1), 49 C.F.R. Sections 661.6 or 661.12, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

ARTICLE 22: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, a CUSTOMER/END USER using federal grant award funds should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The CUSTOMER/END USER must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, they shall work with the CUSTOMER/END USER to provide all required certifications and other documentation needed to show compliance.

ARTICLE 23: TITLE VI REQUIREMENTS

H-GAC in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any disadvantaged business enterprises will be afforded full and fair opportunity to submit in response to this Master Agreement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ARTICLE 24: EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all Contracts and CUSTOMER/END USER Purchase Orders that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., pg.339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor agrees that such provision applies to any contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

ARTICLE 25: CLEAN AIR AND WATER POLLUTION CONTROL ACT

CUSTOMER/END USER Purchase Orders using federal funds must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean

Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Federal Rule above, Contractor certifies that it is in compliance with all applicable provisions of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will remain in compliance during the term of the Contract.

ARTICLE 26: PREVAILING WAGE

Contractor and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis-Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

ARTICLE 27: CONTRACT WORK HOURS AND SAFETY STANDARDS

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all CUSTOMER/END USER Purchase Orders in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

ARTICLE 28: PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using federal funds more than the current Simplified Acquisition Threshold of $250,000, requires negotiation of profit as a separate element of the price. See, 2 CFR 200.324(b). Contractor agrees to provide information and negotiate regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor will not exceed the awarded pricing, including any applicable discount, under any awarded contract.

ARTICLE 29: BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31U.S.C. 1352) – Contractors that apply or bid for an award exceeding $100,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the CUSTOMER/END USER. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352). Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, 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

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with the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative Master Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Master 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 a Member of Congress in connection with a Federal contract, grant, loan, or cooperative Master Agreement, Contractor shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Master Agreements) and that all subcontractors 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 certificate 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.

ARTICLE 30: COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE MASTER AGREEMENTS, AND CONTRACTS

Contractor certifies compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

ARTICLE 31: COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

Contractor certifies that Contractor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

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Ambulances, EMS & Special Service Vehicles

Request For Proposal
HGACBuy/Cooperative Purchasing Program
Project ID: AM10-23
Release Date: Friday, June 9, 2023
Due Date: Thursday, August 10, 2023 12:00pm
Posted Friday, June 9, 2023 7:00am
Bid Unsealed Thursday, August 10, 2023 12:03pm
Pricing Unsealed Thursday, August 10, 2023 12:03pm
All dates & times in Central Time

3. Scope of Work / Specifications

This is an indefinite quantity/indefinite delivery offerings contract. The HGACBuy Customer is responsible to ensure adequate competition is performed between the various contractors or contractors outside of HGACBuy to determine price reasonableness that might be required per any funding agency. Customer will need to ensure compliance with any funding agency requirements before proceeding with a purchase order under this contract. Please consult legal counsel regarding questions concerning compliance as a contractor under this solicitation.

3.1. Overview

H-GAC is soliciting responses for selecting qualified manufacturers, dealers, distributors, and service providers of Ambulances, EMS and Other Specialty Vehicles and related services to make these types of products and services available to Customers of the HGACBuy Cooperative Purchasing Program under blanket type contracts. Customers (end users) may require selective acquisitions of equipment and/or services OR full turnkey projects necessitating additional services, training, and maintenance agreements. H-GAC is seeking the broadest possible selection of available ambulances, emergency medical response and specialty vehicles to best serve our customers by providing the largest selection of products/services available to meet their needs. This solicitation may include a request for a discount percent off price catalog, category, or manufacturer, or price list for supplies, materials, or not to exceed hourly rates for installation or repair. Respondents are not required to provide offerings on all categories.

3.2. Categories

This Solicitation is divided into ten (10) separate but related product categories (A-J). When submitting a response, Respondent may choose to submit a response to any of the categories or all of them. No additional weighted value will be assigned to a response that addresses more than one or all categories listed. All equipment must be the manufacturer's new and current model and must be fully operational upon delivery to the Customer.

Alternative Fuel Vehicles: All responses that include electric, hybrid, or other alternative fuel vehicles must include these vehicles in Category G. If that specific vehicle is also available with an internal combustion engine (ICE), please list the ICE vehicle separately in the appropriate vehicle category. Category G will only include the alternative fuel vehicles, regardless of vehicle function or type.

Product categories are as follows:

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1. **Ambulance**

   Response listings/descriptions must be organized by major sub-categories, which include Manufacturer, Type (I, II, or III), module configurations/dimensions, chassis (make and model), 2WD/4WD, and fuel type.

2. **Light/Medium Duty EMS Rescue Vehicle**

   Response listings/descriptions must be organized by major sub-categories, which include manufacturer, model, type/function, chassis (make and model), dimensions, 2WD/4WD, and fuel type.

3. **Other Specialty Vehicle or Equipment**

   Category includes vehicles or trailers for command, communication, tactical response, or other related emergency response functions. Response listings/descriptions must be organized by major sub-categories, which shall include manufacturer, model, type/function, chassis (make and model), axle configuration, dimensions, 2WD/4WD, and fuel type.

4. **EMS Vehicle Conversions**

   Response listings/descriptions must be organized by major sub-categories, which include manufacturer, model, type/function, chassis, 2WD/4WD, and fuel type.

5. **Remount Services Only**

   Pricing for this service must include the cost of removing an existing body and reinstalling it on a different chassis, only. This service would apply where the chassis was supplied by the end user.
   Note: Remounting Services are to be performed by an authorized dealer/remounter. Any specific certifications or warranties that may be requested by an end user regarding remounts is the end user's responsibility and will be negotiated between the end user and the supplier/contractor when services are quoted.

6. **Remount on Contractor Supplied Chassis**

   Pricing for these items must include the cost of the chassis plus the removal and reinstallation of the body.

7. **Electric/Alternative Fuel Ambulance/EMS/Rescue Vehicles**

   Response listings must be organized by manufacturer, model, vehicle type/function, and primary fuel/propulsion type.

8. **Ambulance/EMS/Rescue Vehicle Service/Maintenance Plans**

   Response listings must include specific details about which fees are included in costs, including current labor rates, and fee structures.

9. **Ambulance/EMS/Rescue Vehicle Parts and Supplies**

   Response listing must include percentage discount.

10. **Ambulance/EMS/Rescue Vehicle Options**

    Response listing must include percentage discount.

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3.3. General Requirements

All products priced and sold pursuant to this Solicitation must, as applicable:

1. Meet all applicable requirements of federal, state and local laws and regulations.
2. Be manufacturer's normal offering with all standard features and functions and performance levels.
3. Be ready for turn-key operation upon delivery.
4. Respondent must include specifications, brochures, warranty information, and any other relevant product information with solicitation Response.

Note: “Unpriced/unpublished” options cannot be quoted on the Base Pricing List and may not be sold through this contract.

3.4. Additional Requirements

Licenses

1. Contractor must have and maintain the appropriate license(s) as required by the State of Texas, Department of Transportation, Division of Motor Vehicles, Motor Vehicle Commission Code [latest edition], or any other local, state and federal licenses required and which are applicable to the respondent’s operations.
2. The prescribed licenses must include the manufacturer/respondent, and any and all dealers and their representatives as may be required by the Motor Vehicle Division. Contractor must ensure all emergency and specialty vehicles sold are in accordance with the laws of the state where the sale and acquisition are made.
3. Contractor must maintain all licensing required by the State of Texas as applicable to their business operations during the entire contract term. If during the contract period such licensing lapses, Contractor will be in default and become subject to contract termination unless issued a stay or waiver.

Manuals

1. Contractor must supply at the time of delivery, at least two (2) sets of complete operations and service documentation covering the completed emergency vehicles as delivered and accepted (as per latest edition of KKK-A-1822F).
2. Respondent must supply the following information with their response: Technical Specifications, Product Brochures, Tear Sheets, Cut Sheets, Strippers, etc. which clearly show all the standard features and capabilities of each listing being bid.

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Warranty

Contractors must comply with the minimum warranty and maintenance requirements described below for any products or services provided under this Solicitation.

1. Contractor must furnish with response, and for all equipment sold through this H-GAC contract, the manufacturer's general warranty, which must be honored by all the manufacturer's authorized service locations.
2. All service/maintenance plan listings must clearly indicate the cost structure for such plans, clearly indicating which costs and fees are included (such as: hourly labor rates, shop fees, supply fees, environmental fees).
3. The Contractor will handle all warranty claims and all work must be completed within ten (10) calendar days after receipt of equipment/vehicle by the Contractor without cost to H-GAC or the Customer. Delayed warranties must be available for all vehicles and equipment. Warranty start date will be effective the date that the completed unit is placed into service by the Customer. The Contractor must furnish a delayed warranty card/document for each unit delivered and/or advise the Customer of the procedures to be followed for obtaining the delayed start of warranty coverage. Requests for delayed warranties will not exceed six months after delivery.
4. Any and all documents necessary to effect manufacturer’s warranty must be properly applied for and submitted by the Contractor. The Contractor will provide to H-GAC and the Customer a manufacturer’s warranty which will be honored by any of the manufacturer’s authorized dealers and a complete copy must be provided at the time of delivery. When additional warranties are available as standard, they must be included as a part of the response for the benefit of H-GAC and Customer.
5. The patient compartment, all modifications to the OEM chassis by Contractor on the accepted unit, equipment and parts will be guaranteed for a minimum period of one (1) year against defects in design, materials, and workmanship. The warranty period will begin upon final acceptance of the equipment. This warranty will cover parts and labor expenses.
6. On Type I & III emergency medical service MODULE the warranty period will be fifteen (15) years.
7. This warranty will be upgraded to its original status each time the module is remounted by Contractor, or a Contractor authorized remount facility, not to exceed five (5) years above the original warranty.
8. In the event any component part of equipment or materials furnished under these specifications, or its subsequent contract(s), becomes defective by reason of material or workmanship during said period, and the end user agency immediately notifies Contractor of such defect, Contractor will, at no expense to the End User agency or H-GAC, repair or replace equipment or component with new equipment or component.
9. Warranty of all system equipment is the sole responsibility of the Contractor under contract, but may be performed by their certified, designated agent.

3.5. Vehicle Requirements

All equipment and vehicles must be new and be the manufacturer's latest and current model. Each vehicle must be fully assembled, adjusted, serviced and ready for immediate and continuous operation upon delivery. If the equipment or vehicle does not meet the specification requirements upon delivery, Contractor will be responsible for correcting all deficiencies and making any corrections or adjustments needed to attain specification requirements.

All equipment and vehicles must conform to applicable local, state, federal requirements and must comply to all applicable industry standards (examples: National Fire Protection Association (NFPA), Commission on Accreditation of Ambulance Services (CAAS), Federal Specification for the Star-of-Life Ambulance (KKK-A-1822F), Occupational Safety and Health Administration (OSHA)).

3.6. Service / Maintenance Plans and Parts

All service/maintenance plan listings must clearly indicate the cost structure for such plans, clearly indicating which costs and fees are included (ex: hourly labor rates, shop fees, supply fees, environmental fees).

3.7. Labor Hours Definitions

If the awarded contract contains hours for labor related services, the following definitions will apply:

1. "Business Day" Monday through Friday
2. "Business Hours" Standard Business Hours 8 a.m. to 5 p.m.
3. "Regular Time" Work that occurs during standard business hours
4. "Emergency Time" Work that occurs outside standard business hours

3.8. Administrative Fee

For each purchase order processed under an awarded contract, H-GAC will directly invoice the contractor an administrative fee (Order Processing Charge) applicable to the sale of all equipment and services submitted in contractor's response. It is the contractor's responsibility to remit the administrative fee within thirty (30) days of processing any customer's purchase order, even if an invoice is not received from H-GAC. Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. For this solicitation the administrative fee is as follows:

Administrative Fee (per Purchase Order)

Category A – Ambulance: $1,000 per purchase order

Category B – Light/Medium Rescue Vehicle: $1,000 per purchase order

Category C – Specialty Vehicle/Equipment:

Light Rescue/Special Service	$1,000 per purchase order
Heavy Rescue/Special Service	$2,000 per purchase order
All Trailers	2% per purchase order

Category D – EMS Vehicle Conversions:	$1,000 per purchase order
Category E – Remount Services Only:	$600 per purchase order
Category F – Remount on Contractor Supplied Chassis:	$600 per purchase order
Category G –Electric/Alternative Fuel Vehicles	Determined by category of vehicle
Category H –Service/Maintenance Plans:	2% per purchase order
Category I - Ambulance/Vehicle Parts and Supplies	2% per purchase order
Category J - Ambulance/EMS/Rescue Vehicle Options	No separate fee - part of vehicle

3.9. Final Contract Deliverables

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- Customer Name and address
- HGACBuy confirmation number
- Product/Service purchased, including Product Code, if applicable
- Customer Purchase Order Number
- Purchase Order Date
- Product/Service dollar amount
- HGACBuy Order Processing Charge amount

Reports must be provided to H-GAC in Excel or other acceptable electronic format by the 30th day of the month following the quarter being reported. If Contractor defaults in providing Products or Services reporting as required by the contract, recourse may be exercised through cancellation of the contract and other legal remedies as appropriate.

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Attachment A
Southwest Ambulance Sales, LLC
Ambulances, EMS & Special Service Vehicles
Contract No.: AM10-23

Manufacturer	Product	Item Description	Offered List Price	HGACBuy Discount
		Category A - Ambulance		
Medix Specialty Vehicles	**F-RP90-T1**	Medix Type I RP-90ES Ford F-350 4x2 - Diesel Engine	$ 199,493.33	10%
Medix Specialty Vehicles	**C-RP90-T1**	MedixType I RP-90ES Chevrolet C-3500HD 4x2 Silverado Gas Engine	$ 182,826.67	10%
Medix Specialty Vehicles	**F-ME153-T1**	Medix Type I 153 LTD Ford F-350 4x2 Diesel Engine	$ 212,386.67	10%
Medix Specialty Vehicles	**C-ME153-T1**	Medix Type I 153 LTD Chevrolet C-3500HD 4x2 Silverado Gas Engine	$ 196,466.67	10%
Medix Specialty Vehicles	**R-ME153-T1**	Medix Type I 153 LTD RAM 3500 4x2 Diesel	$ 218,066.67	10%
Medix Specialty Vehicles	**F-MSVII157-T1**	Medix Type I MSV II 157 LTD Ford F-450 4x2 Gas Engine	$ 245,920.00	10%
Medix Specialty Vehicles	**R-MSVII157-T1**	Medix Type I MSV II 157 LTD RAM 4500 4x2 Diesel	$ 259,920.00	10%
Medix Specialty Vehicles	**F-MSVII170-T1**	Medix Type I MSV II 170 Ford F-450 4x2 Gas Engine	$ 246,146.67	10%
Medix Specialty Vehicles	**R-MSVII170-T1**	Medix Type I MSV II 170 RAM 4500 4x2 Diesel	$ 261,786.67	10%
Medix Specialty Vehicles	**F-AL171-T1**	Medix Type I MSV II 170 Ford F-450 4x2 Gas Engine	$ 296,026.67	10%
Medix Specialty Vehicles	**R-AL171-T1**	Medix Type I MSV II 170 RAM 4500 4x2 Diesel	$ 301,333.33	10%
Medix Specialty Vehicles	**F-RP90-T3**	Medix Type III RP-90 ES Ford E-350 DRW	$ 154,040.00	10%
Medix Specialty Vehicles	**C-RP90-T3**	Medix Type III RP-90 ES Chevy G-3500 DRW	$ 159,666.67	10%
Medix Specialty Vehicles	**F-ME166-T3**	Medix Type III 166 Ford E-450	$ 183,360.00	10%
Medix Specialty Vehicles	**C-ME166-T3**	Medix Type III 166 Chevy G-4500	$ 187,186.67	10%
Medix Specialty Vehicles	**F-MSVII170-T3**	Medix Type III MSVII170 Ford E-450	$ 201,040.00	10%
Medix Specialty Vehicles	**C-MSVII170-T3**	Medix Type III MSVII170 Chevy G-4500	$ 203,840.00	10%
Medix Specialty Vehicles	**FT-WD-T2**	Medix Type II Ford Transit SRH-148 WD	$ 120,160.00	10%

Services Offered to the City of Santa Fe (FY26)

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

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

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

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

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

City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909
www.santafenm.gov

Alan Webber, Mayor

Councilors:
Signe I. Lindell, Mayor Pro Tem, District 1
Alma G. Castro, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Lee Garcia, District 3
Pilar F.H. Faulkner, District 3
Jamie Cassutt, District 4
Amanda Chavez, District 4

Dear City Staff,

In accordance with State Statute and City Ordinances, this document serves as a blanket ***services'*** determination and is valid until June 30, 2026, for the types of general, professional, and construction services that are clearly one of the types pre-established and approved by the State Purchasing Agent and City CPO.

Please continue to obtain determinations for services that do not clearly and fully fit within the types listed below. For mixed or hybrid services, unclear scopes of work, and design-build projects, specific determinations will be required. In these cases, please email purchasing_det@santafenm.gov to obtain the necessary CPO determinations for your procurement needs.

Should you have any questions or require clarification on a particular service, feel free to contact CPD.

The following are General Services:

- Air/bus, vehicle charter/rental service
- Animal/k9 boarding - basic
- Auctioneers
- Audio-visual equipment setup and routine maintenance for events and presentations (including projectors, microphones, and speakers)
- Automotive mechanical services – all - including vehicle inspection, diagnostics, repair labor, parts replacement, and routine maintenance (e.g., oil changes, brake service, tune-ups, etc.)
- Banking Services (routine, transaction-based)
- Boiler testing/water treatment service
- Bookkeeping service (routine, transaction-based)
- Biohazard clean-up and disinfection services for crime scenes, homicides, suicides, unattended deaths, car accidents, deadly car crashes and cleanup of police units, along with any other biohazard situations. Building alarm systems, service and repair
- Check collection service
- Clothing, textile fabrication repair service

General Services (continued):

- Commercial laundry service, dry cleaning, etc.
- Communications systems installation, servicing, and repair
- Conference and trade show coordination
- Debt collection service
- Delivery/courier service
- Document storage, duplication, retrieval, review, and destruction service
- Drug testing and screening (standard tests)
- Engraving service
- Equipment installation, preventive maintenance, inspection, calibration, and repair
- Equipment rental services
- Exams administration and scoring service
- Executive recruitment
- Firefighting/suppression service
- Food preparation, vending, and catering services
- Health screening, basic diagnostic (wellness, blood pressure monitoring, blood draw, etc.)
- Herbicide application service
- Household goods packing, storage, transportation service
- HVAC system maintenance service - Includes filter changes, inspections, cleaning, minor repairs, and system diagnostics.
- Information Technology - Hosting only
- Information Technology Help Desk Services
- Information Technology Services requiring software or equipment
- Information Technology Software and Hardware Support Services
- Interpretive services: written/oral/sign language
- Inventory service
- Janitorial service, carpet cleaning, window washing
- Laboratory testing and analysis (standard tests only)
- Land clearing/debris removal service
- Landscaping—tree planting, grooming service, lawn mowing, etc. (but not landscape architects)
- Language translation service
- Linen rental service

General Services (continued):

- Marine equipment inspection, certification, and repair
- Medical equipment rental or repair service (wheelchairs, walkers, etc.), including measurements, adjustments, and modifications to meet patient needs
- Metal/pipe/wiring detection service
- Office furnishings installation, refurbishment, and repair service
- Package inspection and crating
- Painting service
- Paper shredding
- Parking lot sweeping/snow removal service
- Pest/weed control service
- Photographic/micrographic processing and delivery, includes aerial and ground photography (if analysis is included, then personal service)
- Printing/duplicating service
- Process serving
- Property management (rent collection, property maintenance, etc.)
- Recycling/disposal/litter pickup service
- Retreat and workshop planning, conduct, coordination, etc.
- Security/armored car services
- Shop welding/metal fabrication service
- Software as a Service
- Steam cleaning, high pressure washing, parts cleaning service
- Studio photography service (does not include portrait painting)
- Telephone interview service (conduct of survey using prescribed survey instrument)
- Towing service
- Traffic control services – including certified flaggers, barricade setup/removal, temporary signage, and traffic control plans (not involving permanent installations or design engineering)
- Training – when offered as a regular course by an institution (such as a college or university)
- Travel service — air, surface, water
- Videotaping and recording service
- Warehouse dry/cold storage rental service
- Weather information service

The following are Professional Services:

- Accountants (certified public accountants and registered public accountants)
- Actuaries
- Analysts of processes, programs, fiscal impact, and compliance
- Appraisers
- Archeologists
- Architects
- Artwork, original (services creating the artwork)
- Audio/video media productions (design, development, and/or oversight of)
- Auditors
- Broadband
- Business process re-engineering
- Counselors
- Consultants (including IT Consultants)
- Curriculum/Examination development
- Data Backup Services
- Data Storage and Management Services
- Design
- Economists
- Engineers
- Environmental monitoring: noise level, safety, hazardous gas detection, radiation monitoring service, etc.
- Financial Advisors
- Grant writing
- Graphic designers (creative or original in nature)
- Hearing officer services
- Independent Verification and Validation
- Information Technology Hosting when it includes Maintenance and Support
- Information Technology Maintenance
- Information Technology Management
- Information Technology Programming
- Information Technology Risk Assessment

Professional Services (Continued):

- Insurance Adjusters/Brokers
- Investigators (personnel-related, etc.)
- Investment advisors and management
- Labor negotiators
- Landscape Architects
- Lawyers
- Lobbyists
- Managed Network Services
- Management and system analysts
- Management consultants
- Marketing consultants (including identifying market opportunities, conduct of marketing programs, planning, promotion, market research surveys, etc.)
- Medical arts practitioners
- Medical – doctors, immunizations, etc.
- Mental health support – Therapists, Counselors, etc.
- Network Cybersecurity Services
- Network Installation
- Physicals
- Planners
- Policy Advisors
- Polygraph services
- Product Development Services
- Program/Project Managers
- Psychologists
- Public relations advisors/Publicists
- Publication development (creation of audio/video productions, brochures, pamphlets, maps, signs, posters, annual reports, etc.)
- Researchers
- Scientists (Bio/Chem/Env/Geo/Hydro/Mech, etc.)
- Social and Human Services - Includes case management, outreach, crisis intervention, supportive housing assistance, and other services intended to support vulnerable or at-risk populations. Services may be delivered by licensed or trained professionals in coordination with public or nonprofit systems.

Professional Services (Continued):

- Speech writers
- Statisticians
- Surveyors
- Trade developers
- Training – when it is specifically designed for an agency as opposed to established courses (such as out of the box training offered to all at a training company, university, or college)
- Veterinarian services
- Web design and development

The following are Construction Services:

- Bid-Build (Standard)
- Construction Managers
- New Construction (including buildings, roads, bridges, utilities)
- Remodeling and Renovations (interior and exterior work)
- Demolition (including site clearance)
- Excavation and Earthwork
- Electrical Work (installation, repair, upgrades)
- Permanent installation or upgrades of audio-visual systems (including wiring and structural modifications)
- Plumbing (installation, repair, maintenance)
- Masonry and Concrete Work
- Roofing (installation, repair, maintenance)
- Structural Repair and Reinforcement
- Stucco installation, repair, and finishing
- Painting and Finishing (for construction purposes)
- Mechanical Work (HVAC systems, etc.)
- Site Preparation and Land Grading
- Utility Installation and Repair (water, sewer, gas lines)

Travis Dutton-Leyda, Chief Procurement Officer

_____ Date: 06/30/2025

Emily Oster, Finance Director

Emily K. Oster Date: 06/30/2025

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/17/2025

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

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

PRODUCER	CONTACT NAME: Larry Cauthen
Terry Cauthen 8700 9th Avenue #102 Port Arthur TX 77642	PHONE (A/C, No, Ext): (409) 729-2000 FAX (A/C, No): E-MAIL ADDRESS: larry.cauthen@twfg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Arch Insurance Co	
INSURER B : Arch Insurance Co	
INSURER C : McNeil & Company	
INSURER D :	
INSURER E : Arch Insurance Co	
INSURER F :	

INSURED
Southwest Ambulance Sales LLC Medic Built, LLC Modern Mobili
PO Box 888
Kennedale TX 76060

COVERAGES **CERTIFICATE NUMBER:** SOUTSystem.Threading.Tasks.Task`1 **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	☑ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☑ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☑ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y	N	MFPK08580903	2/8/2025	2/8/2026	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 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☑ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	N	MFCA08366603	2/8/2025	2/8/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured/Under	$ 1,000,000 $ $ $ $ 1,000,000
C	☑ UMBRELLA LIAB ☐ OCCUR ☑ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			MFUM10030001	2/8/2025	2/8/2026	EACH OCCURRENCE AGGREGATE	$ 4000000 $ 4000000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
E	Blanket Limits Open lot/ Garage	Y	N	MFPK08580903	2/8/2025	2/8/2026		2.7 million

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

CERTIFICATE HOLDER

City of Santa Fe
200 Murales Road
Santa Fe NM 87501

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

Terry Cauthen

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Texas Department of Motor Vehicles
MOTOR VEHICLE DIVISION

FRANCHISED MOTOR VEHICLE DEALER

LICENSE NO: A128326

GENERAL DISTINGUISHING NUMBER:

P128327 Motor Vehicle

southwest ambulance sales llc
PO BOX 917
KENNEDALE, TEXAS TARRANT 76060-0917

EXPIRES: 01-31-2027
PHYSICAL LOCATION:
107 MEADOWVIEW DR
KENNEDALE, TEXAS TARRANT 76060

THIS DEALERSHIP IS LICENSED TO ONLY SELL THE FOLLOWING LINE(S) OF NEW MOTOR VEHICLES:

Custom Fire Apparatus : FT-Fire Truck, MEDIX : AB-Ambulance

ADDITIONAL LOCATION(S): For used vehicle sales only

HAVING SATISFIED THE APPLICABLE REQUIREMENTS OF CHAPTER 2301 OF THE TEXAS OCCUPATIONS CODE, CHAPTER 503 OF THE TEXAS TRANSPORTATION CODE, AND THE RULES OF THE BOARD, THE PERSON NAMED ABOVE IS HEREBY LICENSED WITH THE TEXAS DEPARTMENT OF MOTOR VEHICLES, MOTOR VEHICLE DIVISION.

Monique Johnston

Monique Johnston, Director
Texas Department of Motor Vehicles
Motor Vehicle Division

WARNING: PENAL CODE SECTION 37.10, PROVIDES THAT TAMPERING WITH A GOVERNMENTAL RECORD IS AN OFFENSE PUNISHABLE AS A SECOND-DEGREE FELONY.

Form **W-9**
(Rev. March 2024)
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.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

SOUTHWEST AMBULANCE SALES, LLC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . S

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead 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 Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

PO BOX 917

Requester's name and address (optional)

6 City, state, and ZIP code

KENNEDALE TX 76060

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. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

2	7	–	2	1	0	3	0	5	4

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** Ann Garcia **Date** 2-17-25

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*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Signature: Daniel Garcia (Oct 20, 2025 18:57:03 MDT)

Email: dagarcia@santafenm.gov

Signature: BRIAN MOYA

Email: bjmoya@santafenm.gov

GB- 200- Southwest Ambulance Sales

Final Audit Report 2025-11-21

Created:	2025-11-17
By:	ALYSSA PEREZ (aeperez@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAe0-n8i8KJO8KP2IPoRVIaTCFnsmlIre7

"GB- 200- Southwest Ambulance Sales" History

Document created by ALYSSA PEREZ (aeperez@santafenm.gov)
2025-11-17 - 2:09:35 PM GMT- IP address: 50.228.218.218

Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2025-11-17 - 2:13:46 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2025-11-19 - 4:42:30 PM GMT- IP address: 104.47.65.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2025-11-19 - 4:44:24 PM GMT - Time Source: server- IP address: 63.232.20.2

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2025-11-19 - 4:44:29 PM GMT

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2025-11-19 - 4:56:52 PM GMT- IP address: 104.47.64.254

Document e-signed by Rebecca Lovato-Sanouvong (ralovatosanouvong@santafenm.gov)
Signature Date: 2025-11-19 - 4:58:05 PM GMT - Time Source: server- IP address: 63.232.20.2

Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2025-11-19 - 4:58:10 PM GMT

Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2025-11-19 - 5:25:44 PM GMT- IP address: 50.251.15.246

Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2025-11-21 - 5:47:48 PM GMT - Time Source: server- IP address: 63.232.20.2

Powered by Adobe Acrobat Sign

Agreement completed.

2025-11-21 - 5:47:48 PM GMT

Powered by
Adobe
Acrobat Sign

THE CITY OF
SANTA FE

MEMORANDUM

DATE: October 16, 2025

TO: Public Works & Utilities Committee
Finance Committee
Governing Body

FROM: Brian Moya, Fire Chief
Sten Johnson, Assistant Fire Chief

SUBJECT: Acceptance of FY26 Fire Protection Fund

ITEM AND ISSUE:
Request for Approval to accept additional FY2026 Fire Protection Fund Grant from New Mexico Dept. of Homeland Security and Emergency Management (DHSEM) in the amount of $522,980.

Request for Approval of a Budget Amendment Resolution (BAR) to add $522,980 from the DHSEM into FY26 Fire Department Revenue.

BACKGROUND AND SUMMARY:
Each fiscal year, DHSEM distributes Fire Protection Fund allocations on a bi-annual basis, based on the revenue received into the State of New Mexico Fire Protection Fund. During the FY2026 budget hearings, Finance Committee approved $1,058,173 as the estimated allocation. However, the actual awarded amount was $1,581,153. The difference of $522,980 needs to be added to Fire Department's FY2026 budget to correct the balance and reflect the total grant amount awarded.

ACTION REQUESTED:
The Santa Fe Fire Department respectfully requests your review and approval to accept the additional $522,980 in FY2026 Fire Protection Fund grant funds to increase the Fire Protection Fund budget accordingly.

ATTACHMENTS:
NM DHSEM Award Notification Letter (dated June 12, 2025)
Budget Amendment Resolution (BAR)
Project Ledger

Invoice No: **6122025 FY26 1st Distribution**

Michelle Lujan Grisham
Governor

Major General Miguel Aguilar
Cabinet Secretary

Regina Chacon
Deputy Cabinet Secretary

Ali Rye
State Director

Randy Varela
State Fire Marshal

DEPARTMENT OF HOMELAND SECURITY
AND EMERGENCY MANAGEMENT

Thursday, June 12, 2025

Remit To:
City of Santa Fe
PO Box 909
Santa Fe, NM 87504

Ref: 1st Fiscal Year 2026 (FY 26) Fire Protection Fund Distribution for the Santa Fe Fire Department.

The Department of Homeland Security will be distributing the Fire Protection Fund on a bi-annual basis for Fiscal Year 26.

NMFA payments, for outstanding department loans, are paid in full during the first funding allocation.

The bi-annual distribution dates for the Fire Protection Fund Fiscal year 2026 will be as follows:

- ***1st bi-annual allocation/distribution*** - On August 15th a 50% distribution of the total amount will be allocated to the municipality or district.
- ***2nd bi-annual allocation/distribution*** - On February 15th a 50% distribution of the total amount will be allocated to the municipality or district.

*The Bi-Annual **Allocation/Distribution** is based on the revenue received into the state of New Mexico for the FY 26 Fire Protection Fund.*

Fiscal Year 2026 1st bi-annual Fire Protection Fund allotment/distribution to your fire departments is enclosed in the amount of $790,577.00

Please refer to the Table below for your complete FY26 Fire Protection Fund **First Allotment** amounts.

Santa Fe

FY 26

First Bi-Annual Allotment

Fire Protection Fund Distribution

Fire Department	Total Distribution	NMFA Amount	Adjusted Total to Dept	Paid First Allotment August FY26 50% of Original Total to Department	Second Allotment February FY26 50% of Adjusted Total to Department
Santa Fe	$1,581,153.00	$0.00	$1,581,153.00	$790,577.00	$790,576.00

The amount allocated covers the period from July 1st 2025, through June 30th 2026, and shall be expended only for the maintenance of the fire department, the purchase, construction, repair and operation of its fire stations, fire apparatus and equipment, the payment of insurance premiums on fire stations, substations, fire apparatus and equipment, and insurance premiums for injuries or death of firefighters as otherwise provided by law. Such funds are to be expended at the direction of the Chief of each fire department in accordance with the provisions of the Public Purchases Act, the Fire Protection Fund Act, and the State Fire Marshal's Rules and Regulations to the Act.

**Please be reminded that during the 2017 regular legislative session, House Bill 4 was enacted (Laws 2017, Chapter 1). Section 8 of House Bill 4 created requirements that the State Fire Marshal must follow in making a determination and certification of needs pursuant to Section 59A-53-3 NMSA 1978 and distributions pursuant to Sections 59A-53-4 and 59A-53-5.1, which pertain to the Fire Protection Fund. Specifically, the bill required the State Fire Marshal to coordinate with the Department of Finance and Administration (DFA), the New Mexico Finance Authority, Office of the State Treasurer, the New Mexico Municipal League and the New Mexico Association of Counties, regarding a periodic allotment schedules.*

Please contact me if you have any questions or concerns, at 505-709-8150 or via email at randy.varela@dhsem.nm.gov.

Respectfully,

Randy Varela
State Fire Marshal

Cc: Mayor of Santa Fe

IN WITNESS WHEREOF, the City of Santa Fe has executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

ATTEST:

_____
ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

_____
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
EMILY OSTER, FINANCE DIRECTOR

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 10/15/2025 UPDATED 10/21/25

Project Title: DHSEM Additional $522,980 FY26 STATE FIRE FUND INCREASE

Project Type: ☐ CIP ☑ Grant ☑ Internal Tracking

Project ID: FIR2622110

Grant ID: S2608

Approved By: ERIKA LUJAN (Oct 27, 2025 14:15:48 MDT)

CMT (Finance Use Only)

Department: 200 - Fire Project Manager: Toniette C. Martinez Ext: 3109

Project Date Range: 07/01/2025 to 06/30/2026 ☑ Create Fixed Asset

---

☐ Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: NM Public Regulation Com % of Funding: 100

MUNIS ORG: 2210181 MUNIS OBJ: 490285 Awarded Amount: 522,980

Funding Source: % of Funding:

MUNIS ORG: MUNIS OBJ: Awarded Amount:

Expense String Phase: GRANT CURRENTLY HAS NINE (9) PROJECTS TIED TO GRANT/UPDATED TO REFLECT INCREASE OF FUNDS

A project must have at least one phase identified, this can be used as an additional level of tracking, for example, CIP - Design, Construction, etc. For Grants can be used as reimbursable types, such as transportation, salaries.

(You can create more than one phase and you can default MUNIS ORGs and OBJs, optional)

Phase: See attached MUNIS ORG: 2210181 MUNIS OBJ: See attached

Grants Only (list all grants if applicable): GRANT HAS

Grantor Name: NMDHSEM/SFMO/PRC FIRE PROTECTION FUND Awarded Amount: 1,058,173.00

AR Charge Code: ORIGINAL GRANT AMOUNT ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 700017 Federal CFDA (if applicable): N/A

Grantor Name: NM Public Regulation Com NMDHSEM/SFMO INCREASED Awarded Amount: 522,980

AR Charge Code: 2210181.490285 ☑ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 700017 Federal CFDA (if applicable): N/A

(If grants please provide all grant award documents with form) ☑ Attached Grant Documentation

THE CITY OF
SANTA FE

MEMORANDUM

DATE: October 17, 2025

TO: Andy Hopkins, Budget Officer AJH

FROM: Sten Johnson, Assistant Fire Chief SJ

VIA: Brian Moya, Fire Chief BM

ITEM AND ISSUE:
Request for Approval of a Budget Amendment Resolution (BAR) to add $522,980 from the Acceptance of Department of Homeland Security And Emergency Management Grant into FY2026 Fire Department Fire Protection Fund.

Requesting BAR for the Fire Department in the amount of $522,980 from 2210181.490285 NM Public Regulation Comm to increase funds of:

- $261,490 2210181.530200 Operating Supplies
- $261,490 2210181.530300 Safety Supplies

Please see below for a descriptive transfer of funds requested.

FROM LINE ITEMS:

- 2210181.490285 NM Public Regulation Comm ($522,980)

TO LINE ITEMS:

- 2210181. 530200 Operating Supplies $261,490
- 2210181. 530300 Safety Supplies $261,490

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

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

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

DEPARTMENT / DIVISION NAME	DATE
200 / Fire Department	10/15/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Operating Supplies	2210181	530200	FIR2622110-Operating Supplies	261,490	
Safety Supplies	2210181	530300	FIR2622110-Safety Supplies	261,490	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
NM Public Regulation Comm	2210181	490285	FIR2622110-State-NM PRC	(261,490)	
NM Public Regulation Comm	2210181	490285	FIR2622110-State-NM PRC	(261,490)	
				$ -	$ -

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

Increase 2210181 Fund by adding $522,980 to Fire's budget

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	**0**

TONIETTE CANDELARIA MARTINEZ
Toniette Candelaria Martinez 9/23/2025
Prepared By *{print name}* Date

STEN JOHNSON
Sten Johnson, Assitant Fire Chief
Division Director Signature *{optional}* Date

BRIAN MOYA
Brian Moya, Fire Chief
Department Director Signature Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins Andy Hopkins
Budget Officer Date

Emily K. Oster
Emily Oster
Finance Director *{≤ $5,000}* Date

Mark Scott
Mark Scott (Nov 5, 2025 16:06:27 MST)
City Manager *{≤ $60,000}* Date

Account Inquiry [CITY OF SANTA FE]

Account

Fund	221	EMRGSVC	Acct	221-15-20-2100-181-00-000-530300-	
Org	2210181	FIR SS SR	Acct name	Safety Supplies	Account Notes
Object	530300	Safety Spl	Type	Expense	Status: Active
Project			Rollup		
			Sub-Rollup		

MultiYr Fund

4 Year Comparison | Current Year | History | 4 Year Graph | History Graph

Yr/Per 2025/01	Fiscal Year 2025	Fiscal Year 2024	Fiscal Year 2023	Fiscal Year 2026
Original Budget	80,000.00	80,000.00	30,000.00	134,171.00
Transfers In	.00	152,741.00	12,685.00	.00
Transfers Out	.00	-50,900.00	.00	.00
Revised Budget	80,000.00	181,841.00	42,685.00	134,171.00
Actual (Memo)	82,858.91	161,312.92	39,943.85	.00
Encumbrances	.00	.00	.00	134,000.00
Requisitions	.00			.00
Available	-2,858.91	20,528.08	2,741.15	171.00
Percent used	103.57	88.71	93.58	99.87

Account

Fund	221	EMRGSVC	Acct	221-15-20-2100-181-00-000-530200-			
Org	2210181	FIR SS SR	Acct name	Operating Supplies			Account Notes
Object	530200	Oper Spl	Type	Expense	Status	Active	
Project			Rollup				
			Sub-Rollup				

MultiYr Fund

4 Year Comparison | Current Year | History | 4 Year Graph | History Graph

Yr/Per 2025/01	Fiscal Year 2025	Fiscal Year 2024	Fiscal Year 2023	Fiscal Year 2026
Original Budget	75,000.00	75,000.00	.00	93,700.00
Transfers In	72,877.00	141,647.00	75,812.00	77,325.00
Transfers Out	.00	.00	.00	-50,000.00
Revised Budget	147,877.00	216,647.00	75,812.00	121,025.00
Actual (Memo)	73,280.81	164,297.30	91,425.99	4,652.06
Encumbrances	.00	.00	.00	29,985.00
Requisitions	.00			.00
Available	74,596.19	52,349.70	-15,613.99	86,387.94
Percent used	49.56	75.84	120.60	28.62

Account

Fund	221	EMRGSVC	Acct	221-15-20-2100-181-00-000-490285-	
Org	2210181	FIR SS SR	Acct name	NM Public Regulation Comm	Account Notes
Object	490285	NM PRC	Type	Revenue	Status: Active
Project			Rollup		
			Sub-Rollup		

MultiYr Fund

4 Year Comparison | History | 4 Year Graph | History Graph

Yr/Per 2025/01	Fiscal Year 2025	Fiscal Year 2024	Fiscal Year 2023	Fiscal Year 2026
Original Budget	-1,058,173.00	-1,078,173.00	-1,465,000.00	-1,058,173.00
Transfers In	.00	-150,000.00	.00	.00
Transfers Out	.00	.00	.00	.00
Revised Budget	-1,058,173.00	-1,228,173.00	-1,465,000.00	-1,058,173.00
Actual (Memo)	-681,621.76	-1,403,562.83	-1,208,850.00	.00
Encumbrances	.00	.00	.00	.00
Requisitions	.00			.00
Available	-376,551.24	175,389.83	-256,150.00	-1,058,173.00
Percent used	64.41	114.28	82.52	.00

CITY OF SANTA FE

The Purchasing Memo

Date: November 13, 2025

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

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

Via: Brian Moya, Fire Chief BM

Subject: Fire Wire

Vendor Name: Fire Wire LLC

Munis Vendor Number: 3577

ITEM AND ISSUE:

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

CONTRACT NUMBER:

The FY26 Munis contract number is 3260189.

BACKGROUND AND SUMMARY:

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

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: General Fund/Fund 100

Munis Org Name/Number: Fire Administration/1002001

Munis Object Name/Number: Service Contracts/510310

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

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

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

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

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

Treasury/Point of Sale Components included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

Is this an externally funded purchase? ☐ Yes | ☒ No

If yes, what is the issuing agency: _____

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

Comment/Exceptions: _____

Is this a Capital Asset or Project? ☐ Yes | ☒ No

Project Ledger Number: _____

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

Comment/Exceptions: _____

ATTACHMENTS:

Horizons Services Offered to the City of Santa Fe (FY26)
CPO Service Determination Email
Procurement document: Existing Contract / Master Agreement / General Services Contract
Vendor's Quote
Certificate of Liability Insurance (COI)

CITY OF SANTA FE
GENERAL SERVICES CONTRACT

SERVICES

Fire Department PPE Inspection, Repair, and Cleaning Services

THIS CONTRACT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City," and **FIRE W.I.R.E. LLC** herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

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

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

C. "Fiscal Year" means the twelve-month period beginning on July 1 and ending on June 30 of the following calendar year.

D. "Fiscal Year Quarters" means the four three-month periods within the City's fiscal year, defined as follows: Quarter 1 is July 1 through September 30; Quarter 2 is October 1 through December 31; Quarter 3 is January 1 through March 31; and Quarter 4 is April 1 through June 30.

2. **Scope of Work**

The Contractor shall perform the following work:

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

Services required are as follows:

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

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

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

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

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

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

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

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

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

F. Additional Services Offered. The following services are offered for certain contaminant exposure as requested by the City: Carbon Dioxide (CO_2) liquid pressure cleaning of protective clothing for structural firefighting gear (Bunker Gear) that consists of pants, coats, including the (outer shell) moisture barrier and (inner shell) thermal barrier, drag rescue device (DRD), boots, gloves and helmets and hoods.

3. Compensation

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

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

B. The compensation represents a maximum amount. The Contractor must notify the City when the Services provided under this Contract approach 90% of compensation total. Services rendered beyond the maximum compensation amount will not be reimbursed unless the Contract is amended in writing prior to the provision of such services.

C. Invoicing and Payment Terms Payment will be made upon the City's acceptance of deliverables and receipt of a detailed, certified invoice from the Contractor. Payments will be sent to the Contractor's designated address. The City shall issue payment in accordance with the timelines required by law. Invoices must be submitted no later than fifteen (15) days after the Contract's termination. Late invoices will not be processed or paid.

D. Extended Payment Terms for Grant-Funded Contracts For grant-funded agreements, the City may issue payment within forty-five (45) days following submission of an undisputed payment request.

4. **Term**

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

5. **Default and Force Majeure**

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

6. **Termination**

A. Grounds. The City may terminate this Contract for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor, or their designee as authorized by the Governing Body. The Contractor may only terminate this Contract based upon the City's uncured, material breach of this Contract.

B. Notice: City Opportunity to Cure.

i) The City shall give the Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

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

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

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

7. **Amendment**

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

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

8. **Status of Contractor**

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

9. **Assignment**

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

10. **Subcontracting**

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

11. **Non-Collusion**

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

12. **Inspection of Plant**

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

13. **Commercial Warranty**

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

14. **Condition of Proposed Items**

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

15. Records and Audit

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

16. Appropriations

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

17. Release

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

18. Confidentiality

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

19. Conflict of Interest

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

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

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 19 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 19 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.

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

20. Approval of Contractor Representatives

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

21. Scope of Contract; Merger

This Contract incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written contract.

Statewide/Existing Agreements 13-1-129

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

22. Notice

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

23. Equal Opportunity Compliance

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

24. Indemnification

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

25. New Mexico Tort Claims Act

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

26. Applicable Law

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

jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

27. Limitation of Liability

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 24 of this Contract or to damages resulting from personal injury caused by the Contractor's negligence.

28. Incorporation by Reference and Precedence

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

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

29. Workers' Compensation

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

30. Inspection

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

31. Inspection of Services

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

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

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

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

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

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

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

ii. reduce the contract price to reflect the reduced value of the services performed.

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

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

ii. terminate the contract for default.

32. Insurance

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

A. Commercial General Liability insurance shall be written on an occurrence basis and be as broad as ISO Form CG 00 01 with limits not less than $1,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. Business Automobile Liability Insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

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

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

33. Impracticality of Performance

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

34. Invalid Term or Condition

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

35. Enforcement of Contract

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

36. Patent, Copyright, Trademark and Trade Secret Indemnification;

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

i. give the Contractor prompt written notice within 48 hours of any claim;
ii. allow the Contractor to control the defense of settlement of the claim; and
iii. cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

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

i. provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
ii. replace or modify the product or service so that it becomes non-infringing; or,
iii. accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

37. Survival

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

38. Disclosure Regarding Responsibility

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

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

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

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Contract. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Contract. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Contract pursuant to the conditions set forth in Paragraph 6 of this Contract.

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

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

39. Suspension, Delay or Interruption of Work

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

reflected in an Amendment executed pursuant to Section 8 of this Contract.

40. Notification

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

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

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

41. Succession

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

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

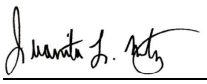
IN WITNESS WHEREOF, the Parties have executed this Contract as of the date of the signature by the required approval authorities below.

City of Santa Fe:

_____
Alan Webber, Mayor

Date:_____

Contractor:



Juanita Martinez, Owner

Date: Nov 13, 2025

NMBTIN: __80-0713227_____

Attest:

_____
City Clerk

Approved to form and legal sufficiency by:



Assistant City Attorney

Approved for Finances:



Finance Director

Exhibit A

See attached Estimate no. 403 ...

EXHIBIT A

ESTIMATE

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

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

City of Santa Fe Fire Department

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

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

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

#	Product or service	Description	Qty	Rate	Amount
1.	**Advanced Cleaning**	Advanced Cleaning of Firefighter Bunker Gear per NFPA 1851 - 344 Ensemble Sets	344	$40.00	$13,760.00
2.	**Advanced Inspection**	Advanced Hydrostatic Annual Inspection of Firefighter Bunker Gear per NFPA 1851 - 344 Ensemble Sets	344	$38.00	$13,072.00
3.	**Advanced Routine Inspection**	Advanced Routine Visual Inspection of Firefighter Bunker Gear per NFPA 1851 NFPA 1851 - 344 Ensemble Sets	344	$28.00	$9,632.00
4.	**Advanced Repairs**	Advanced Repairs of Firefighter Bunker Gear per NFPA 1851 - 344 Ensemble Sets	344	$42.5563081	$14,639.37

Subtotal	$51,103.37
Sales tax	$3,896.63
Total	**$55,000.00**

Note to customer
We appreciate your business. Thank you.

Accepted date **Accepted by**

Services Offered to the City of Santa Fe (FY26)

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

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

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

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

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

Outlook

RE: Los Alamos County Contract and RFP Documents

From DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Date Thu 10/2/2025 9:03 PM
To CANDELARIA MARTINEZ, TONIETTE O. <tocandelariamartinez@santafenm.gov>; JOHNSON, STEN A. <sajohnson@santafenm.gov>
Cc VELARDE, VICTORIA E. <vevelarde@santafenm.gov>; MILLER, GRAHAM R. <grmiller@santafenm.gov>

1 attachment (527 KB)
rfp25-01-inspection-and-maintenance-of-fire-department-personal-protective-equipment_final.pdf;

Sten and Toni,

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

Thank you.

Regards,

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

Book time to meet with me

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

Vendor Registration Sites and Current Procurement Opportunities:

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

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

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

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

CITY OF SANTA FE
FINANCE

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

---

From: CANDELARIA MARTINEZ, TONIETTE O. <tocandelariamartinez@santafenm.gov>
Sent: Wednesday, October 1, 2025 4:44 PM
To: JOHNSON, STEN A. <sajohnson@santafenm.gov>; MILLER, GRAHAM R. <grmiller@santafenm.gov>
Cc: VELARDE, VICTORIA E. <vevelarde@santafenm.gov>; DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Subject: Re: Los Alamos County Contract and RFP Documents

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

Toniette Candelaria Martinez
Fiscal Administrator
505-955-3109
200 Murales Road
Santa Fe, NM 87501
www.santafenm.gov/fire-department

From: JOHNSON, STEN A. <sajohnson@santafenm.gov>
Sent: Wednesday, October 1, 2025 3:19 PM
To: CANDELARIA MARTINEZ, TONIETTE O. <tocandelariamartinez@santafenm.gov>; MILLER, GRAHAM R. <grmiller@santafenm.gov>
Cc: VELARDE, VICTORIA E. <vevelarde@santafenm.gov>; DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Subject: RE: Los Alamos County Contract and RFP Documents

Here are the documents needed. Letter of authorization from the vendor, RFP, proposal, evaluation document, and any related documents or attachments.
Graham, you drafted the contract.
Have you done a purchasing memo for the packet?
I'd like to review those.
Also we need a current COI from FireWire naming City of Santa Fe as the certificate holder.

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

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

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

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

Thank you.

Regards,

Travis Dutton-Leyda

Chief Procurement Officer

City of Santa Fe

200 Lincoln Avenue

Santa Fe, NM 87501

505-629-8351

tkduttonleyda@santafenm.gov

Book time to meet with me

https://santafenm.gov/finance-2/purchasing-1
Vendor Registration Sites and Current Procurement Opportunities:

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

CITY OF SANTA FE
FINANCE

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

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

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

Appreciate you,

Toniette Candelaria Martinez

Fiscal Administrator

505-955-3109
200 Murales Road
Santa Fe, NM 87501
www.santafenm.gov/fire-department

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

Thank you!

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

Greetings,

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

Please note:

- Save this email as a PDF and upload it into the corresponding packet and Munis records.
- Check with WorkQuest dba Horizons of New Mexico (vendor # 8673) (mloehman@horizonsofnewmexico.org) ***if*** this service appears on their approved list.
- If your request includes anything that needs to be reviewed and preapproved by another City Department/Division, please send the same SOW to the corresponding email address and include their response in your packet/Munis.

-Treasury (Point of Sale Systems) – questions: drsena@santafenm.gov; clromero@santafenm.gov. Request signature from: clromero@santafenm.gov

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

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

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

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

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

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

- Ensure that the appropriate templates and forms are used https://intranet.santafenm.gov/finance_1 and documented procedures/laws/rules are followed.
- > $20k per year, when processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails.
- If you are processing a procurement where the forecasted amount is =/> $60k, per NMSA 1978, Section 13-1-102, the procurement method must be ITB (if you choose not to use a cooperative or an existing contract). If you feel you need to process an RFP, you must get an Authorization and Plan approved before you process.

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

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

Book time to meet with me

Regards,

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

200 Lincoln Avenue

Santa Fe, NM 87501

505-629-8351

tkduttonleyda@santafenm.gov

Vendor Registration Sites and Current Procurement Opportunities:

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

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

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

CITY OF SANTA FE
FINANCE

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

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From: MILLER, GRAHAM R. <grmiller@santafenm.gov>
Sent: Wednesday, September 24, 2025 12:47 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>; CANDELARIA MARTINEZ, TONIETTE O. <tocandelariamartinez@santafenm.gov>
Cc: JOHNSON, STEN A. <sajohnson@santafenm.gov>
Subject: RE: Los Alamos County Contract and RFP Documents

Here is the Scope of Work:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Additional Services Preferred But Not Required. The following services are preferred but not required. Offerors are asked to provide a description of any of the following services offered as part of the Offeror’s response. Please provide description of ability to perform and cost information for Carbon Dioxide (CO_2) liquid pressure cleaning of protective clothing for structural firefighting gear (Bunker Gear) that consists of pants, coats, including the (outer shell) moisture barrier and (inner shell) thermal barrier, drag rescue device (DRD), boots, gloves and helmets and hoods.

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

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

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

Graham Miller

Battalion Chief-Health and Safety

505-629-5401

grmiller@santafenm.gov

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

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

Thank you.

Regards,

Travis Dutton-Leyda

Chief Procurement Officer

City of Santa Fe

200 Lincoln Avenue

Santa Fe, NM 87501

505-629-8351

tkduttonleyda@santafenm.gov

Book time to meet with me

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

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

CITY OF SANTA FE
FINANCE

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---

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

Good morning,

Can we please get a Service Determination for this?

Respectfully,

Toniette Candelaria Martinez

Fiscal Administrator

505-955-3109

200 Murales Road

Santa Fe, NM 87501

www.santafenm.gov/fire-department

From: JOHNSON, STEN A. <sajohnson@santafenm.gov>
Sent: Monday, September 8, 2025 11:05 AM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Cc: MILLER, GRAHAM R. <grmiller@santafenm.gov>; CANDELARIA MARTINEZ, TONIETTE O. <tocandelariamartinez@santafenm.gov>; LOTERO, ALEXIS C. <aclotero@santafenm.gov>; Purchasing <purchasing@santafenm.gov>
Subject: RE: Los Alamos County Contract and RFP Documents

Thank you Travis

Sten A Johnson

Assistant Chief – Support Services

City of Santa Fe Fire Department

200 Murales Rd.

Santa Fe, New Mexico 87501

505-467-9799

From: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Sent: Monday, September 8, 2025 9:29 AM
To: JOHNSON, STEN A. <sajohnson@santafenm.gov>
Cc: MILLER, GRAHAM R. <grmiller@santafenm.gov>; CANDELARIA MARTINEZ, TONIETTE O. <tocandelariamartinez@santafenm.gov>; LOTERO, ALEXIS C. <aclotero@santafenm.gov>; Purchasing <purchasing@santafenm.gov>
Subject: Re: Los Alamos County Contract and RFP Documents

Sten,

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

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

SECTION C. COMPENSATION:

1. **Amount of Compensation**. County shall pay compensation for performance of the S in an amount not to exceed TWO HUNDRED TEN THOUSAND AND N0/100 DO ($210,000.00), which amount does not include applicable New Mexico gross receipt ("NMGRT"). Compensation shall be paid in accordance with the rate schedule se Exhibit B, attached hereto and made a part hereof for all purposes.
2. **Monthly Invoices**. Contractor shall submit itemized invoices, upon the completion of s for each set of PPE approximately four (4) times per year, to County's Project M showing amount of compensation due, amount of any NMGRT, and total amount p Payment of undisputed amounts shall be due and payable thirty (30) days after C receipt of the invoice.

Thank you.

Regards,

Travis Dutton-Leyda

Chief Procurement Officer

City of Santa Fe

200 Lincoln Avenue

Santa Fe, NM 87501

505-629-8351

tkduttonleyda@santafenm.gov

Book time to meet with me

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

Vendor Registration Sites and Current Procurement Opportunities:

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

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

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

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

CITY OF SANTA FE
FINANCE

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

Hi Travis,

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

Let us know how to proceed.
Thank you,

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

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

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

Hi Sten,

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

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

Please let me know if you have any questions.

Thank you.

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

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

firewash@hotmail.com
www.firewirellc.com

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

Hi Juanita,

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

I hope this helps!

****

Kat Brophy
Management Analyst
Procurement Division
Los Alamos County
Direct Line (505) 662-8127
Cell (505) 709-5030
Visit our website at www.losalamosnm.us

LOS ALAMOS
where discoveries are made

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

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

Visit our website at www.losalamosnm.us

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

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/2/2025

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

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

PRODUCER	CONTACT NAME: Dolores Silva
Berger Briggs Insurance & Risk Solutions, Inc. An ISU Network Member 4333 Pan American Fwy NE, Suite A Albuquerque, NM 87107	PHONE (A/C, No, Ext): (505) 962-2653 FAX (A/C, No): E-MAIL ADDRESS: dsilva@bbirs.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Union Insurance Company	25844
INSURER B : Lloyd's of London	15792
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

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

COVERAGES **CERTIFICATE NUMBER:** **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						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		CPA 9181659	4/5/2025	4/5/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY X SCHEDULED AUTOS			CPA 9181659	4/5/2025	4/5/2026	BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A		WCA 9181698	4/5/2025	4/5/2026	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Professional Liab.			MPL5311411.25	4/5/2025	4/5/2026	Each Claim	1,000,000
B	Professional Liab.			MPL5311411.25	4/5/2025	4/5/2026	Aggregate	2,000,000

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

Specialty Clothing Cleaning, Repair and Inspection

SEE ATTACHED ACORD 101

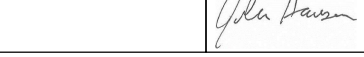
CERTIFICATE HOLDER

City of Santa Fe
Santa Fe Fire Department
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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Signature: GRAHAM MILLER (Nov 15, 2025 19:08:29 MST)

Email: grmiller@santafenm.gov

Signature: BRIAN MOYA

Email: bjmoya@santafenm.gov

FIRE W.I.R.E. LLC

(Wash, Inspect, and Repair of Ensemble)
(505) 660-1477
firewash@hotmail.com
www.firewirellc.com

August 15, 2025 A Letter of Concurrence

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

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

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

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

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

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

Thank you for your attention to this matter.

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

Docusign Envelope ID: 68B6C977-9F90-4B3C-A3CB-6B67B32A79BB

LOS ALAMOS COUNTY, NM
NAOMI D. MAESTAS COUNTY CLERK
LACF24-0908 Pages: 13
11/15/2024 02:15:05 PM
Allison Collins

AGR25-01

LOS ALAMOS

INCORPORATED COUNTY OF LOS ALAMOS
SERVICES AGREEMENT

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

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

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

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

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

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

SECTION A. SERVICES:

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

2. Contractor is a verified Independent Service Provider ("ISP") and shall be in compliance with NFPA 1851-2020 or most recent edition

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

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

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

SECTION C. COMPENSATION:

1. **Amount of Compensation**. County shall pay compensation for performance of the Services in an amount not to exceed TWO HUNDRED TEN THOUSAND AND N0/100 DOLLARS ($210,000.00), which amount does not include applicable New Mexico gross receipts taxes ("NMGRT"). Compensation shall be paid in accordance with the rate schedule set out in Exhibit B, attached hereto and made a part hereof for all purposes.
2. **Monthly Invoices**. Contractor shall submit itemized invoices, upon the completion of services for each set of PPE approximately four (4) times per year, to County's Project Manager showing amount of compensation due, amount of any NMGRT, and total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION U. TERMINATION:

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

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

Docusign Envelope ID: 68B6C977-9F90-4B3C-A3CB-6B67B32A79BB

County:

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

With a copy to:
County Attorney's Office
1000 Central Avenue, Suite 340
Los Alamos, New Mexico 87544

E-mail:~attorney@lacnm.us

Contractor:

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

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

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

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

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

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

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

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

Docusign Envelope ID: 68B6C977-9F90-4B3C-A3CB-6B67B32A79BB

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

ATTEST

Naomi D. Maestas

NAOMI D. MAESTAS
COUNTY CLERK

INCORPORATED COUNTY OF LOS ALAMOS

BY: Anne W. Laurent 11/13/2024

ANNE W. LAURENT **DATE**
COUNTY MANAGER

Approved as to form:

Larissa Breen for

J. ALVIN LEAPHART
COUNTY ATTORNEY

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

BY: Juanita L. Martinez 11/14/2024

JUANITA L. MARTINEZ **DATE**
OWNER

Docusign Envelope ID: 68B6C977-9F90-4B3C-A3CB-6B67B32A79BB

Exhibit A
Proposed Maintenance Schedule
AGR25-01

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

See schedule below:

In 10 Business Days

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

In 20 Business Days

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

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

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

Exhibit B
Compensation Rate Schedule
AGR25-01

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

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

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

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

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

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

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

Travel Expenses not allowed are as follows:

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

CITY OF SANTA FE

The Purchasing Memo

Date: November 18, 2025

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

From: Brian Moya, Fire Chief BRIAN MOYA

Via: Brian Moya, Fire Chief

Subject: Amendment No. 1 to Contract 3260064

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

Munis Vendor Number: 7906

ITEM AND ISSUE:

Fire Department respectfully requests your review and approval of Amendment No. 1 to the professional services contract, dated August 25, 2025 between the City of Santa Fe and Life Extension Clinics, Inc. dba Life Scan Wellness Centers to increase the amount of compensation by a total of $495,407.95. The City shall pay to the Contractor in full payment services satisfactorily performed at the rates per physical listed in the table below, such compensation not to exceed six hundred forty-five thousand seven hundred seventy-one dollars and twenty cents ($645,771.20) including gross receipts tax (8.1875%), as calculated in the table below:

Year	Amount Per Physical	Amount not to exceed	GRT	Total
2026	$665.00	$139,000.00	$11,380.63	$150,380.63
2027	$695.00	$145,300.00	$11,896.44	$157,196.44
2028	$730.00	$152,600.00	$12,494.13	$165,094.13
2029	$765.00	$160,000.00	$13,100.00	$173,100.00

Note: Base Exam amount does not include additional testing. Additional testing would incur the same percentage increase from year to year as the base amount. GRT is based on current price but may increase based on New Mexico legislation. Fluctuations in GRT do not increase the not-to-exceed amount of this Contract. Any agreement to reimburse Contractor for additional GRT would need to be agreed upon in writing by amendment.

CONTRACT NUMBER:

The FY26 Munis contract number is 3260064.

BACKGROUND AND SUMMARY:

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

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: General Fund/Fund 100

Munis Org Name/Number: Fire Administration/1002001

Munis Object Name/Number: Professional Contracts/510300

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

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

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

The total compensation of this contract is $495,407.95 including gross receipts tax and expenses.

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

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

Treasury/Point of Sale Components included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

Is this an externally funded purchase? ☐ **Yes |** ☒ **No**

If yes, what is the issuing agency: _____

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

Comment/Exceptions: _____

Is this a Capital Asset or Project? ☐ **Yes |** ☒ **No**

Project Ledger Number: NA

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

Comment/Exceptions: _____

ATTACHMENTS:

Amendment No. 1 to Professional Services Contract 3260064
25-0376 Life Extension Clinics Professional Services Contract

Item #: _____
Munis Contract #: **3260064**
Original Contract Item #: 25-0376
RFP #: 25160

CITY OF SANTA FE, FIRE DEPARTMENT
AMENDMENT No. 1 TO
Contract # 3260064

Firefighter Physical Examinations

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES CONTRACT, dated August 25, 2025 (the "Contract"), between the City of Santa Fe (the "City") and Life Extensions Clinics, Inc. D/B/A Life Scan Wellness Centers (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Contract, Contractor has agreed to provide annual physical examinations to employees of the City's Fire Department.

B. Pursuant to Article 14 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree to the following Amendment:

Section 3. COMPENSATION.

Article 3, paragraph A of the Contract is amended to increase the amount of compensation by a total of $495,407.95 so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rates per physical listed in the table below, such compensation not to exceed six hundred forty-five thousand seven hundred seventy-one dollars and twenty cents ($645,771.20), including gross receipts tax

(8.1875%), as calculated in the table below.

Year	Amount Per Physical	Amount not to exceed	GRT	Total
2026	$665.00	$139,000.00	$11,380.63	$150,380.63
2027	$695.00	$145,300.00	$11,896.44	$157,196.44
2028	$730.00	$152,600.00	$12,494.13	$165,094.13
2029	$765.00	$160,000.00	$13,100.00	$173,100.00

Note: Base Exam amount does not include additional testing. Additional testing would incur the same percentage increase from year to year as the base amount. GRT is based on current price but may increase based on New Mexico legislation. Fluctuations in GRT do not increase the not-to-exceed amount of this Contract. Any agreement to reimburse Contractor for additional GRT would need to be agreed upon in writing by amendment.

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

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

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:
Life Extensions Clinics, Inc.
D/B/A Life Scan Wellness Centers

Chief Todd LeDuc (Ret), CEO (Oct 31, 2025 11:01:06 EDT)
TODD LEDUC, CEO

DATE: Oct 31, 2025
NMBTIN: _____

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:

_____
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

Item #: 25-0376
Munis Contract #: 3260064
RFP#: 25160

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

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

RECITALS

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

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

The City and the Contractor hereby agree as follows:

1. Scope of Work

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

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

1. The physical examinations conducted by the contractor must adhere to the following standards:
   a. United States Occupational Safety and Health Administration (OSHA) Regulations (Standards 29 CFR).
   b. National Fire Protection Agency (NFPA) 1582 - 2018 Edition, Standard on Comprehensive Occupational Medical Program for Fire Departments which contains minimal standards for release to work.
   c. United States Department of Transportation (USDOT) 49 CFR 391.41-391.49 excluding drug and alcohol testing. A Medical Examiner's certificate (DOT Certification) shall be issued to each fire department employee and a copy must be provided to the SFFD's Medical Officer.

2. The contractor shall be able to provide onsite services, including all services required in the resultant contract.

3. The contractor will work with the SFFD Health & Safety Officer to ensure that all requirements of the resultant contract are met in a timely manner. This includes the daily

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

4. Each firefighter annual physical shall consist of the following components:
   a. Components of the Annual Occupational Medical Evaluation of Members (NFPA 1582-18, 7.4)
      i. **Blood Testing {1582-18, 7.7.1}-** Blood tests shall be performed annually and will include the following:
         1. CBC with differential, RBC indices and morphology and platelet count.
         2. Electrolytes (N, K, Cl, HCO3 or CO2).
         3. Renal function (BUN, creatinine).
         4. Glucose.
         5. Liver function tests (ALT, AST, direct and indirect bilirubin, alkaline phosphatase).
         6. Total cholesterol, HDL, LDL and clinically useful lipid ratios (e.g., percent LDL) and triglycerides.
         7. Prostate specific antigen (PSA) after the age of 40 for positive family history, if African American or if otherwise clinically indicated. After the age of 50 for all other males.
         8. Thyroid function; TSH & free T4.
         9. The following additional tests can be offered as agreed between both party's on a year-to-year basis:
            - Vitamin D
            - Cortisol
            - Progesterone (female option)
            - Estrone (E1) (female option)
            - Estradiol (E2) (female option)
            - Testosterone

      ii. **Infectious Disease Screening and Immunizations (1582-18, 7.7.9)** The following infectious disease screenings and/or immunizations shall be provided, as indicated:
         1. Tuberculosis (TB) screening - baseline tuberculin blood test (interferon gamma release assay); subsequent tuberculosis screening to be performed annually by interferon gamma release assay or tuberculin skin testing using the tuberculin purified protein derivative (PPD). This is to be agreed upon annually between SFFD and selected vendor and guided by frequency according to CDC guidelines unless the member has a history of positive tuberculin screening test, in which case CDC guidelines for management and subsequent chest radiographic surveillance apply.
         2. Hepatitis C virus screening & antibody test - baseline and following occupational exposure.
         3. Hepatitis B virus vaccinations and titers - as specified in CDC guidelines; laboratory confirmation of immunity to be tested 1-2 months after completion of the vaccination 3 dose series.
         4. Tetanus/diphtheria/pertussis (Tdap) vaccine - can be given once to replace the Td booster every 10 years or the 5-year wound management Td dose.
         5. Measles, mumps and rubella (MMR) vaccine - in absence of documented immunity, two doses of MMR to be administered according to current immunization guidelines.
         6. Hepatitis A vaccine

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

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

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

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

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

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

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

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

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

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

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

2.7.7.6.2 Evaluations shall compare baseline to subsequent ECGs.

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Standard of Performance; Licenses

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

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

3. Compensation

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

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

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

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

4. Term

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

5. Termination

A. Grounds. The City may terminate this Agreement for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

1) The City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

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

3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 6, "Appropriations", of this Agreement.

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

6. Appropriations

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

7. Status of Contractor

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

8. Assignment

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

9. Subcontracting

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

10. Release

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

11. Confidentiality

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

12. Product of Service – Copyright

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

13. Conflict of Interest; Governmental Conduct Act

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

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

C. Contractor's representations and warranties in Paragraphs A and B of this Article are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this

Article were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.

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

14. Amendment

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

B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

15. Entire Agreement.

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

16. Merger

This Contract incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written contract.

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

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

17. Penalties for violation of law

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

18. Equal Opportunity Compliance

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Contract. If

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

19. Applicable Law

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, section 38-3-2. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

20. Workers Compensation

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

21. Professional Liability Insurance

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

22. Other Insurance

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

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

B. **Business Automobile Liability** insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

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

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

23. Records and Financial Audit

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

24. Indemnification

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

25. New Mexico Tort Claims Act

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

26. Invalid Term or Condition

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

27. Enforcement of Contract

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

28. Notices

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

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

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

29. Authority

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

30. Non-Collusion

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

31. Default/Breach

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

32. Equitable Remedies

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

33. Default and Force Majeure

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

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

CITY OF SANTA FE:

Alan Webber (Aug 25, 2025 14:28:56 MDT)

ALAN WEBBER, CITY MAYOR

CONTRACTOR:
LIFE EXTENSION CLINCS, INC.
D/B/A LIFE SCAN WELLNESS

Todd LeDuc (Jul 25, 2025 12:27:23 EDT)

TODD LEDUC, CEO

DATE: Jul 25, 2025

NMBTIN#: _____

City of SF Business License #: _____

ATTEST:

ANDREA SALAZAR (Aug 25, 2025 15:20:46 MDT)

ANDREA SALAZAR, CITY CLERK

GB MTG 08-13-25

CITY ATTORNEY'S OFFICE:

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

EMILY OSTER, FINANCE DIRECTOR

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

SCHEDULE

Name(s) Of Person(s) Or Organization(s):	
Any person or organization you are required to include on this policy by written contract or written agreement in effect during this policy period and executed prior to the "loss".	
Additional Premium	$ Included

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

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THE HARTFORD

BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

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

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

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

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

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

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

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

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

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

a. Vendors

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

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

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

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(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Paragraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

(1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In connection with your premises;

(b) In the performance of your ongoing operations performed by you or on your behalf; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if:

(i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

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

(i) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(ii) Supervisory, surveying, inspection, architectural or engineering activities.

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

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

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

(1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

(1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations performed by you or on your behalf;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if:

(i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

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

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, surveying, inspection, architectural or engineering activities.

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

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

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

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

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

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – SCHEDULED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Any person or organization you are required to include as an additional insured on this policy by written contract or written agreement in effect during this policy period and executed prior to the "loss".

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

However, the insurance afforded to such "insured":

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

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

This insurance does not apply to:

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

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

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

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

whichever is less.

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

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

UMBRELLA LIABILITY SUPPLEMENTAL POLICY

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

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

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

a. This provision does not apply:

(1) Unless the written contract or written agreement has been executed, or the permit has been issued prior to the "bodily injury", "property damage", or "personal and advertising injury"; and

(2) Unless the limits of liability specified in such written contract, written agreement or permit are greater than the limits shown for "underlying insurance"; or

(3) Beyond the period of time required by the written contract or written agreement.

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

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

7. Other Insurance

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

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

(1) Primary;

(2) Contributing;

(3) Excess; or

(4) Contingent.

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

(1) Primary Insurance When Required By Contract

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

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

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

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

c. Method Of Sharing

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

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

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

How Limits Apply To Additional Insureds

a. If you have agreed in a written contract, written agreement or permit that another person or organization be added as an additional insured on the Business Liability Coverage scheduled in the "underlying insurance" and such person or organization also qualifies as an additional insured under this Supplemental Policy, the most we will pay on behalf of such insured is the lesser of:

(1) The limits of insurance specified in the written contract, written agreement or permit, less any amounts payable by any "underlying insurance"; or

(2) The Limits of Insurance shown in the Umbrella Liability Supplemental Policy Declarations.

b. Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Umbrella Liability Supplemental Policy Declarations and described in other provisions of this Section.

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Signature: STEN JOHNSON

Email: sajohnson@santafenm.gov

Signature: BRIAN MOYA

Email: bjmoya@santafenm.gov

Signature: 

Email: xivigil@santafenm.gov

CERTIFICATE OF LIABILITY INSURANCE

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

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

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

PRODUCER Sihle Insurance Group Inc. 1021 Douglas Ave. Altamonte Springs FL 32714	**CONTACT NAME:** Certificate Department **PHONE (A/C, No, Ext):** 407-869-5490 **FAX (A/C, No):** 407-389-3580 **E-MAIL ADDRESS:** Certificates@sihle.com
INSURED LIFEEXT-01 Life Extension Clinics Inc. dba Life Scan Wellness Centers 1011 N MacDill Avenue Tampa FL 33607	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Hartford Underwriters Insurance Company — 30104 **INSURER B :** MSIG Specialty Insurance USA Inc — 34886 **INSURER C :** Palomar Excess and Surplus Insurance Company — 16754 **INSURER D :** **INSURER E :** **INSURER F :**

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

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

INSR LTR	TYPE OF INSURANCE	ADDL 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 LOC OTHER:			21SBMBA9FTH	11/10/2024	11/10/2025	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
B	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	N	N	HNO1000294-2	3/2/2025	3/2/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X **UMBRELLA LIAB** OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			21SBMBA9FTH	11/10/2024	11/10/2025	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
C A	Cyber Liability EPLI			PLMCBS2YANEQNE002 21SBMBA9FTH	6/26/2024 11/10/2024	6/26/2025 11/10/2025	Each Occurrence Aggregate Limit	$2,000,000 $25,000

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

Network Security Incident & Privacy Incident $2,000,000 Each Claim Limit of Liability $10,000 deductible is applicable

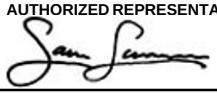
CERTIFICATE HOLDER

Santa Fe Fire Department
200 Murals Rd
Santa Fe NM 87501

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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name(s) Of Person(s) Or Organization(s):	
Any person or organization you are required to include on this policy by written contract or written agreement in effect during this policy period and executed prior to the “loss”.	
Additional Premium	$ Included

Section IV – Business Auto Conditions, A. Loss Conditions, 5., Transfer Of Rights Of Recovery Against Others To Us does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a written contract or written agreement with that person or organization.

We will retain the additional premium shown above, regardless of any early termination of this endorsement of this Policy.

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BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Section **C. WHO IS AN INSURED**:

Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs **a**. through **f**. below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**. How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

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(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Paragraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

(1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In connection with your premises;

(b) In the performance of your ongoing operations performed by you or on your behalf; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if:

(i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

(i) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(ii) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the “bodily injury”, “property

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damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit

(1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

(1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs **a**. through **e**. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations performed by you or on your behalf;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if:

(i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service described in Paragraphs **f.(2)(a)** or **f**.**(2)(b)** above.

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NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

B. If this policy is cancelled by the company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – SCHEDULED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Any person or organization you are required to include as an additional insured on this policy by written contract or written agreement in effect during this policy period and executed prior to the “loss”.

A. SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured is amended to include as an "insured" the person(s) or organization(s) shown in the Schedule, but only with respect to their liability for "bodily injury" or "property damage" to which this insurance applies, caused in whole or in part, by an “accident” resulting from the ownership, maintenance or use of a covered “auto”.

However, the insurance afforded to such "insured":

1. Only applies to the extent permitted by law; and

2. If coverage provided to the “insured” is required by a contract or agreement, the insurance afforded to such “insured” will not be broader than that which you are required by contract or agreement to provide such "insured".

B. SECTION II - COVERED AUTOS LIABILITY COVERAGE, B. Exclusions is amended to include:

This insurance does not apply to:

"Bodily injury" or "property damage" for which the Person(s) or Organization(s) shown in the Declarations or Schedule is obligated to pay damages by reason of the assumption of liability in a contract or agreement

C. SECTION II – COVERED AUTOS LIABILITY COVERAGE, C. Limits Of Insurance is amended to include:

The most we will pay on behalf of the “insured” shown in the Schedule is the amount of insurance:

1. Required by the contract or agreement you have entered into with the "insured"; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

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AMENDMENT OF OTHER INSURANCE CONDITION - PRIMARY OR PRIMARY AND NON-CONTRIBUTORY WHEN REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT

This endorsement modifies insurance provided under the following:

UMBRELLA LIABILITY SUPPLEMENTAL POLICY

Except as otherwise stated in this endorsement, the terms and conditions of the Supplemental Policy apply.

A. The following is added to Section **C. WHO IS AN INSURED**:

Any person or organization with whom you agreed, because of a written contract, written agreement or because of a permit issued by a state or political subdivision, to provide insurance such as is afforded under this Supplemental Policy, but only with respect to your operations, "your work" or facilities owned or used by you.

a. This provision does not apply:

(1) Unless the written contract or written agreement has been executed, or the permit has been issued prior to the "bodily injury", "property damage", or "personal and advertising injury"; and

(2) Unless the limits of liability specified in such written contract, written agreement or permit are greater than the limits shown for "underlying insurance"; or

(3) Beyond the period of time required by the written contract or written agreement.

b. In no event shall any coverage afforded to any such person or organization apply to any claim or "suit" to which "underlying insurance" does not apply. Coverage provided by this Supplemental Policy for any such additional insured will follow the provisions, exclusions and limitations of the "underlying insurance".

B. Solely as with respect to the insurance afforded to any person or organization qualifying as an additional insured under Section **A.** above, Paragraph **7. Other Insurance** in Section **E. CONDITIONS** is deleted and replaced by the following:

7. Other Insurance

a. This Supplemental Policy shall apply in excess of all "underlying insurance" whether or not valid and collectible. It shall also apply in excess of other valid and collectible insurance (except other insurance purchased specifically to apply in excess of this insurance) which also applies to any loss for which insurance is provided by this Supplemental Policy.

These excess provisions apply, whether such other insurance is stated to be:

(1) Primary;

(2) Contributing;

(3) Excess; or

(4) Contingent.

b. However, the following provisions apply to other insurance available to any person or organization qualifying as an additional insured under Section **C. WHO IS AN INSURED**, as amended by Section **A.** of this endorsement and who is also an additional insured under the Business Liability Coverage scheduled in the "underlying insurance":

(1) Primary Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit to provide primary insurance to the additional insured, then, after the "underlying insurance" is exhausted, this insurance will be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Paragraph **c.** below.

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(2) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement, or permit to provide insurance to the additional insured that is primary and non-contributory, then, after the "underlying insurance" is exhausted, this insurance will be primary and we will not seek contribution from the additional insured's own insurance.

Paragraphs **(1)** and **(2)** do not apply to other insurance on which the additional insured qualifies as an additional insured pursuant to the terms of that policy or has been added as an additional insured by endorsement.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

C. Paragraph **D.6. How Limits Apply To Additional Insured** is deleted and replaced by the following:

How Limits Apply To Additional Insureds

a. If you have agreed in a written contract, written agreement or permit that another person or organization be added as an additional insured on the Business Liability Coverage scheduled in the "underlying insurance" and such person or organization also qualifies as an additional insured under this Supplemental Policy, the most we will pay on behalf of such insured is the lesser of:

(1) The limits of insurance specified in the written contract, written agreement or permit, less any amounts payable by any "underlying insurance"; or

(2) The Limits of Insurance shown in the Umbrella Liability Supplemental Policy Declarations.

b. Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Umbrella Liability Supplemental Policy Declarations and described in other provisions of this Section.

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The City of Santa Fe, Central Purchasing Division (CPD)
AND
Santa Fe Fire Department (SFFD)

REQUEST FOR PROPOSALS (RFP)

Annual Physicals for Firefighters

RFP#
25160

Proposals are due on: June 4, 2025

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I. INTRODUCTION

A. PURPOSE OF THIS RFP

The purpose of the RFP is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of annual physicals for firefighters.

B. BACKGROUND INFORMATION

A. The City of Santa Fe Fire Department (SFFD) has historically provided comprehensive onsite annual physical evaluations for approximately 180 City-employed firefighters. These evaluations have supported the SFFD's commitment to firefighter health and operational readiness. It identifies risk factors, detects illnesses early, and helps to ensure continued physical fitness, etc.

B. Physicals have been conducted once per year during a designated 3- to 4-week period, as scheduled by SFFD. During this time, evaluations have taken place onsite to minimize disruption to operations and ensure maximum participation. Each firefighter receives a written report of results and verbal consultation from the provider. These can be compared to baseline and previous evaluations to identify clinically relevant changes over time.

C. These annual physicals have been performed by board-certified medical doctors and/or mid-level healthcare providers, such as certified nurse practitioners or physician assistants, and have adhered to the medical evaluation guidelines established in NFPA 1582: Standard on Comprehensive Occupational Medical Program for Fire Departments.

A. SCOPE OF PROCUREMENT

The objective of the resultant contract is to implement a consistent, National First Protection Agency (NFPA) 1582-compliant medical monitoring program that improves firefighter wellness and reduces line-of-duty deaths and injuries. The Contractor shall provide baseline and annual medical examinations and evaluations that include a full range of diagnostics, screenings, and immunizations.

1) The physical examinations conducted by the contractor must adhere to the following standards:
   a) United States Occupational Safety and Health Administration (OSHA) Regulations (Standards 29 CFR).
   b) National Fire Protection Agency (NFPA) 1582 - 2018 Edition, Standard on Comprehensive Occupational Medical Program for Fire Departments which contains minimal standards for release to work.
   c) United States Department of Transportation (USDOT) 49 CFR 391.41-391.49 excluding drug and alcohol testing. A Medical Examiner's certificate (DOT Certification) shall be issued to each fire department employee and a copy must be provided to the SFFD's Medical Officer.

2) The contractor shall be able to provide onsite services, including all services required in the resultant contract.

3) The contractor will work with the SFFD Health & Safety Officer to ensure that all requirements of the resultant contract are met in a timely manner. This includes the daily scheduling for annual physicals and all follow-ups. Annual firefighter physicals shall be done in agreement with the SFFD duty schedule in order to maintain continuous service to the community. The schedule will be agreed upon by both parties at least 30 days prior to the start date of annual physical testing with the intent to begin physicals as coordinated with the Health and Safety Officer of each calendar year.

4) Each firefighter annual physical shall consist of the following components:
   a) Components of the Annual Occupational Medical Evaluation of Members (NFPA 1582-18, 7.4)
      i) Blood Testing {1582-18, 7.7.1}- Blood tests shall be performed annually and will include the following:
         (1) CBC with differential, RBC indices and morphology and platelet count.
         (2) Electrolytes (N, K, Cl, HCO3 or CO2).
         (3) Renal function (BUN, creatinine).
         (4) Glucose.
         (5) Liver function tests (ALT, AST, direct and indirect bilirubin, alkaline phosphatase).
         (6) Total cholesterol, HDL, LDL and clinically useful lipid ratios (e.g., percent LDL) and triglycerides.
         (7) Prostate specific antigen (PSA) after the age of 40 for positive family history, if African American or if otherwise clinically indicated. After the age of 50 for all other males.
         (8) Thyroid function; TSH & free T4.
         (9) The following additional tests can be offered as agreed between both party's on a year-to-year basis:
            • Vitamin D
            • Cortisol
            • Progesterone (female option)
            • Estrone (E1) (female option)
            • Estradiol (E2) (female option)
            • Testosterone
      ii) Infectious Disease Screening and Immunizations (1582-18, 7.7.9) The following infectious disease screenings and/or immunizations shall be provided, as indicated:
         (1) Tuberculosis (TB) screening - baseline tuberculin blood test (interferon gamma release assay); subsequent tuberculosis screening to be performed annually by interferon gamma release assay or tuberculin skin testing using the tuberculin purified protein derivative (PPD). This is to be agreed upon annually between SFFD and selected vendor and guided by frequency according to CDC guidelines unless the member has a history of positive tuberculin screening test, in which case CDC guidelines for management and subsequent chest radiographic surveillance apply.
         (2) Hepatitis C virus screening & antibody test - baseline and following occupational exposure.
         (3) Hepatitis B virus vaccinations and titers - as specified in CDC guidelines; laboratory confirmation of immunity to be tested 1-2 months after completion of the vaccination 3 dose series.
         (4) Tetanus/diphtheria/pertussis (Tdap) vaccine - can be given once to replace the Td booster every 10 years or the 5-year wound management Td dose.
         (5) Measles, mumps and rubella (MMR) vaccine - in absence of documented immunity, two doses of MMR to be administered according to current immunization guidelines.
         (6) Hepatitis A vaccine
         (7) Varicella vaccine - offered to all non-immune personnel
         (8) Influenza vaccine - offered to all personnel annually.
         (9) HIV screening - available to personnel upon their request.
      iii) Heavy Metal Evaluation (1582-18, 7.7.12}
         (1) 7.7.12.1 Baseline testing for heavy metals shall be required when indicated by known exposure or substantial risk.
         (2) 7.7.12.2 Evaluations shall be performed following known exposures, for recurrent exposures or where required under federal, state or provincial regulations.
      iv) Urine Laboratory Testing (1582-18, 7.7.2)- Urine lab tests required shall be performed annually and include the following:
         (1) Dipstick analysis for glucose, ketones, leukocyte esterase, protein, blood and bilirubin.
         (2) Microscopic analysis for RBC, WBC, casts and crystals if indicated by dipstick analysis results.
         (3) Analysis for occupational chemical exposure if indicated
      v) Audiology Testing (1582-18, 7.7.3) Hearing thresholds shall be assessed annually in each ear at each of the following frequencies:

(1) 500 Hz
(2) 1000 Hz
(3) 2000 Hz
(4) 3000 Hz
(5) 4000 Hz
(6) 6000 Hz
(7) 8000 Hz

Audiology testing shall compare audiogram results obtained during the yearly evaluations with baseline and subsequent test results. Standard threshold shifts shall be corrected for age as permitted by OSHA.

vi) Vision Testing. Ishihara, color and depth perception.

vii) Electrocardiograms (ECGs) {1582-18, 7.7.6)

(1) 7.7.6.1 A resting 12-lead ECG shall be performed as part of the baseline medical evaluation and shall be performed annually.
(2) 7.7.6.2 Evaluations shall compare baseline to subsequent ECGs.

viii) Spirometry (1582-18, 7.7.4) Pulmonary function testing shall be conducted annually to measure the following components:

(1) Forced vital capacity (FVC).
(2) Forced expiratory volume in 1.0 seconds (FEVl).
(3) FVC and FEVl ratio.

ix) Cancer Screenings (1582-18, 7.7.13 through 7.7.20)

Contractor shall annually inform members of the heightened risks of cardiovascular disease and various types of cancer associated with firefighting. In addition to medical screening, contractor shall also provide ultrasound imaging to include, at a minimum:

(1) Carotid arteries
(2) Echocardiogram (heart with function)
(3) Aorta and aortic valves
(4) Thyroid
(5) Internal Organs - liver, pancreas, gall bladder, kidneys and spleen
(6) Bladder
(7) Testicular and prostate - Men
(8) Ovaries and uterus - Women

x) Physical Exam and Consultation (1582-18, 7.6) The annual physical examination shall include each of the following components:

(1) Vital signs
(2) Head, eyes, ears, nose and throat (HEENT)
(3) Neck
(4) Cardiovascular
(5) Pulmonary
(6) Breast
(7) GI
(8) Genitourinary
(9) Hernia
(10) Lymph nodes
(11) Neurological
(12) Musculoskeletal
(13) Skin (including cancer screening).
(14) Vision

xi) Chest Radiograph (1582-18, 7.7.5) Chest x-rays shall include an initial baseline and shall be repeated as medically indicated. Evaluator shall compare any chest radiographs with baseline and subsequent radiographs.

xii) Medical Record Keeping (1582-18, 4.1.13)

The fire department comprehensive occupational medical program shall include collection and maintenance of a confidential medical and health information system for members. All medical record keeping shall comply with the requirements of 29 CFR 1910.1020, "Access to employee exposure and medical records," and other applicable regulations and laws. This database shall include any follow-up or additional fitness and/or medical testing performed outside of these guidelines. The information shall be maintained as part of an individual's comprehensive medical record. The contractor shall be responsible for archiving these additional records as a part of each employee's confidential medical file.

xiii) Reporting and Contractor Responsibilities (1582-18, 4.2)

a) The City of Santa Fe and the contractor shall maintain complete and accurate testing records on each City employee, including, but not limited to, annual requirements for specific tests. A "Fit for Duty" certificate will be provided to SFFD for each employee on an annual basis. Both parties shall comply with HIPPA. The SFFD shall also receive from the contractor an aggregate report on the data collected during the annual physicals which describes the overall health of the fire department. Each fire department member shall receive a copy of the information gathered during their annual physical, including interpretive data.

b) Contractor shall understand the physiological, psychological, and environmental demands placed on fire fighters.

c) Evaluate fire department candidates and members to identify medical conditions that could affect their ability to safely respond to and participate in emergency operations.

d) Utilize the essential job task descriptions supplied by the fire department to determine a candidate's or a member's medical certification.

i) Report the results of the medical evaluation to the current member, including any medical condition(s) identified during the medical evaluation, and the recommendation as to whether the current member is medically certified to safely perform the essential tasks.

ii) Forward copies of any abnormal results along with patient instructions regarding primary care follow-up to current members who were instructed to seek (as appropriate) medical follow-up to address any medical conditions, or lab abnormalities, identified during the medical evaluation.

d) Provide SFFD with written medical clearance for everyone to perform emergency response service in compliance with NFPA 1582-18.

iii) Provide SFFD with written respiratory protection clearance for everyone to wear positive and negative pressure respiratory protection in compliance with OSHA respiratory protection standard, 29 CFR 1910.134.

iv) Provide SFFD with a Medical Examiner's Certificate (DOT Certification) for each fire department employee in compliance with United States Dept. of Transportation 49 CFR 391.41-391.49.

The resulting contract will be a single award.

This procurement will result in a Citywide Contract that may be utilized by all government entities, commissions, institutions, political subdivisions, and local bodies allowed by law.

B. PROCUREMENT MANAGER

Fire Department has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number, and email address are listed below:

Name: Sten Johnson, Assistant Fire Chief/ Procurement Manager
Telephone: (505) 505-467-9799

1. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager AND the CPD at the following emails:

   Procurement Manager: Sten Johnson: sajohnson@santafenm.gov

   CPD: purchasing_RFP@santafenm.gov

   Offerors may contact **ONLY** the Procurement Manager and the CPD regarding this procurement. Other city employees or Evaluation Committee members do not have the authority to respond on behalf of the Procurement Manager. Do not contact the Procurement Manager after the Proposals' due date.

2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager.** As a Protest Manager has been named in this RFP, pursuant to NMSA 1978, Section 13-1-172 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 RFP** Protests submitted or delivered to the Procurement Manager will **NOT** be considered properly submitted.

C. PROPOSAL SUBMISSION

Submissions of all proposals must be accomplished via upload:
https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/Default.aspx

Offeror Certification
By submitting a proposal, the Offeror certifies that it is legally authorized to perform all services described in this RFP within the State of New Mexico at locations determined by SFFD. Upon request by the City, the Offeror agrees to provide documentation demonstrating such authorization, including but not limited to professional licensure, business registration, and any other applicable certifications.

D. DEFINITION OF TERMINOLOGY

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:


DEFINITION OF TERMINOLOGY.docx

E. 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://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/Default.aspx

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the sequence of events, the descriptions of each event, and the conditions governing this procurement.

A. SEQUENCE OF EVENTS

The City's CPD and the Procurement Manager will make every effort to adhere to the following schedule:

Action	Responsible Party	Due Dates	Times (in Mounta
Issue RFP	CPD	May 9, 2025	
Pre-Proposal Meeting	Procurement Manager /Potential Offerors	May 22, 2025	1:00-2:00PM
Deadline for Written Questions	Potential Offerors	May 23, 2025	5:00 PM
Response to Written Questions	Procurement Manager	May 30, 2025	
Proposals Due Date	**Offerors**	**June 4, 2025**	**3:00 PM**
*Blind Evaluation	Evaluation Committee	June 6, 2025	
*Interviews	Potential Offerors	June 9, 2025	
*Identification of Potential Best-Valued Offeror(s)	Evaluation Committee	June 11, 2025	
*First Clarification Meeting	Evaluation Committee/Finalist Offeror(s)	June 25, 2025	
*Final Clarification Meeting	Evaluation Committee/Finalist Offeror(s)	July 3, 2025	
*Best and Final Offer(s)	Offeror(s)	July 18, 2025	
*Governing Body Approval	Governing Body	August 11, 2025	
*Contract Award	Requesting Department	August 12, 2025	

*Dates indicated after "Proposals Due Date" through "Contract award" 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.

The City reserves the right to:

1. Change or extend the Proposals Due Date.

2. Revise the RFP document prior to the due date.

The city will process addenda if it is determined that modifications, clarifications, or additions to the RFP are necessary. Addenda will be announced via email to registered Potential Offerors that have selected the corresponding commodity codes used for this event.

1. **Issue RFP**

   This RFP is being issued on behalf of The City Santa Fe, New Mexico on the date indicated in the Sequence of Events.

2. **Pre-Proposal Meeting**

   A Pre-Proposal Meeting will be held as indicated in the Sequence of Events via <MS Teams>.
   https://teams.microsoft.com/l/meetup-join/19%3ameeting_MGY5N2MxZGQtOThhMS00MTZhLTljNTctMjdjNTFlODFlNGU1%40thread.v2/0?context=%7b%22Tid%22%3a%2277b69f5a-55ed-4363-8616-4867b0bc707f%22%2c%22Oid%22%3a%2297f62189-92f2-417d-a178-e85e07d690b6%22%7d
   Potential Offerors are encouraged to submit written questions in advance of the conference to the CPD and the Procurement Manager. The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the Meeting. All questions answered during the Pre-Proposal Meeting will be considered **unofficial** until they are posed in writing. All written questions will be addressed in writing on the date listed in the Sequence of Events. A public log will be kept of the names of potential Offerors that attended the Pre-Proposal Meeting.

   Attendance at this meeting is highly recommended, but not a prerequisite for submission of a proposal.

3. **Deadline for Written Questions**

   Potential Offerors may submit written questions to the CPD and the Procurement Manager as to the intent or clarity of this RFP as indicated in the Sequence of Events. All written questions must be addressed to the CPD and the Procurement Manager. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

4. **Responses to Written Questions**

   Responses to the written questions will be provided on Bid Central, on or before the date indicated in the Sequence of Events, and is available for all potential Offerors.

5. **Proposals Due Date**

   Proposals must be uploaded and submitted in BID Central before the deadline indicated in the Sequence of Events to be considered for review and evaluation.

   All proposals must be submitted electronically through the designated upload link provided in the Response Format and Organization section. Proposals submitted by any other method will not be accepted.

Bid Central will maintain a log of all submitting organizations. In accordance with NMSA 1978, Section 13-1-116, the contents of proposals remain confidential and will not be disclosed to competing Offerors during the negotiation process.

The negotiation process remains in effect until the contract is awarded.

For the purposes of this RFP, awarded means the contract has been approved by the City's Governing Body and subsequently signed by the City Mayor.

6. Blind Evaluation

The City will establish an Evaluation Committee (EC) to evaluate proposals in accordance with the timeline outlined in the Sequence of Events or as soon as feasible. The EC will evaluate proposals based on the criteria specified in the Evaluation section of this RFP, using the metrics presented in each proposal and aligning them with the City's needs, as detailed in the City Sample columns of the G Attachments.

To ensure impartiality, the CPD will anonymize proposals by assigning each proposal a letter before forwarding them to the Procurement Manager and EC. Each Evaluation Factor will be scored on a scale of 1, 5, or 10. The scores will then be averaged and converted according to the assigned values for each Evaluation Factor.

7. Interviews

Offerors may be required to participate in an interview to evaluate expertise. A notification will be sent to Offerors with meeting details once the Evaluation Committee has conducted their initial review. This is not a presentation. The Evaluation Committee will interview the Key Personnel Lead. A second individual may be present (standby) to clarify Pricing Proposal if requested.

8. Identification of Potential Best-Valued Offeror

At this point, proposals have been evaluated for compliance and scored based on the criteria outlined in this RFP. Following this evaluation, the highest-ranked Offeror was invited to participate in interviews.

After the interview process, the Evaluation Committee, Procurement Manager, and Assigned CPD Buyer will continue to verify the validity of the proposal based on information provided during the interview and by conducting reference checks. The City will contact references to assess Offerors past performance, reliability, and ability to meet contract requirements. Finalist Offeror may also be contacted for further clarification as needed.

In accordance with NMSA 1978, Section 13-1-117, the responsible Offeror whose proposal is determined to be most advantageous to the City—considering the Evaluation Factors in this RFP—will be recommended for award. Depending on the proposals received and the City's needs, the City may choose to award a contract to one or contracts to multiple Offerors. However, a serious deficiency in any evaluation factor may result in disqualification, regardless of the overall score.

9. First Clarification Meeting

The City may require that the Offeror attend a First Clarification Meeting to present its proposal and to identify additional issues or concerns that the City may have. It is also an opportunity to meet all participants who may be a stakeholder in the project.

10. Final Clarification Meeting

The Final Clarification Meeting is held at the end of the Clarification Phase and is used to present a summary of what was developed and agreed upon during the Clarification Phase. The final Clarification meeting is not a question-and-answer session. The Offeror and City stakeholders can start to ask questions before the meeting. All coordination and planning with the City should be completed prior to the Clarification Phase Summary Presentation meeting on the Sequence of Events.

11. Best and Final Offers

This RFP process will allow for Best and Final Offers (BAFO) from finalist Offerors. Specifically, Offerors should provide their strongest possible pricing in initial proposals, as we expect competitive submissions upfront. However, we reserve the right to re-open negotiation by requesting BAFO under the schedule outlined in the Sequence of Events, or on an accelerated timeline from finalists. The purpose would be to elicit revised pricing or other updated proposal elements that facilitate selection of the optimal offer. Finalist Offerors may also amend or clarify their proposal during the Clarification Meeting.

12. Governing Body Approval

Depending on the total compensation, including any term extensions of the contract, either the City manager will approve and sign the contract, or it will be presented as an agenda item for the appropriate Committee Meetings and then the Governing Body for approval. The mayor signs all contracts presented to and approved by the Governing Body.

13. Contract Award(s)

The award is subject to the CPD, Department, and City Manager/Governing Body approval. The Contractor must not commence work until the Department issues a Purchase Order.

14. Protest Deadline

Any protest by an Offeror pertaining to the solicitation or award must be submitted within 15 days from the notice of solicitation or award and in conformance with NMSA 1978, Sections 13-1-172 and applicable procurement regulations. As a Protest Manager has been named in this RFP, pursuant to NMSA 1978, Section 13-1-172 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 RFP. 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 RFP 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:

Travis Dutton-Leyda

Chief Procurement Officer
City of Santa Fe
tkduttonleyda@santafenm.gov

PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

15. Finalize Contract

After approval of the Evaluation Committee Report, the City of Santa Fe will make every effort to award contract(s) by the deadline set forth in the Sequence of Events. Any contract(s) resulting from this RFP will be finalized with the most advantageous Offeror(s), considering the evaluation factors outlined in this RFP and the best interests of the City, as defined in the Scope of Procurement section. The most advantageous proposal may or may not have received the highest point total. If mutually agreeable terms cannot be reached with the apparent most advantageous Offeror within the specified timeframe, the City reserves the right to finalize a contract with the next most advantageous Offeror(s) without initiating a new procurement process. The City may award one or multiple contracts, as determined to be in the City's best interest.

C. GENERAL REQUIREMENTS



GENERAL REQUIREMENTS.doc

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP.

B. NUMBER OF COPIES

ELECTRONIC SUBMISSION ONLY

Offerors must submit proposals in response to this RFP through the Bid Central link. Only one electronic copy of each part of the proposal (Main and Cost) should be submitted, as outlined below.

Offerors' proposals should be submitted as separate uploads, as outlined in this section. Each upload should be clearly labeled on the front page as **"Public Proposal," "Confidential Proposal,"** or **"Cost Proposal."** If an Offeror proposes additions or modifications to the City's draft contract, a third document titled **"Contract Edits"** may be submitted. These proposed changes should align with the guidelines in the **General Requirements** section and be summarized in the draft contract attachment reference.

ELECTRONIC proposal submissions must be fully uploaded via **Bid Central** before the submission deadline. Files **cannot** be password-protected and should be submitted in **PDF format,** unless an **Excel spreadsheet** or another format is specifically requested. Offerors should allow ample time to upload large files to ensure a **complete** and **on-time** submission.

As soon as you see this notice, **verify that you can log in** to your **VSS account** and access the RFP in **Bid Central.** Do not wait until the last minute to check your login credentials or ensure you can interact with the system. If you encounter login issues, **email CPD and venreg@santafenm.gov immediately** to avoid delays.

Allow plenty of time to upload your proposal via **Bid Central.** If you experience issues, **email CPD and venreg@santafenm.gov at least two hours before the deadline.** Issues reported within the final two hours may not be resolved in time. While the City will assist, **timely resolution cannot be guaranteed** if problems arise close to the deadline.

Submissions will be deemed **late** if not **both**:

1. **Fully complete** before the deadline.
2. **Received via the submission link** before the deadline.

Additionally, if submissions are not received on time due to being **captured, blocked, filtered, quarantined,** or otherwise **prevented from reaching the City's system** by security or anti-virus software, it will still be considered **late** and **will not be accepted.**

If you are working on your submission close to the deadline and the clock strikes **3:00 PM,** the system **will not** accept your submission and may even log you out. This is **not** a system error—it is the result of **waiting too long** to submit. **Offerors are responsible** for planning accordingly and ensuring timely submission.

⚠ REMEMBER TO CLICK THE SUBMIT BUTTON! ⚠

⚠ LATE PROPOSALS MAY NOT BE ACCEPTED ⚠

Any proposal that does not adhere to the requirements of **the Response Format and Organization section** may be deemed non-responsive and rejected on that basis.

C. PROPOSAL FORMAT

Offerors should accurately complete all required forms, adhering to the provided format and any specific instructions within each form. Failure to comply may result in disqualification.

The City requires the following documents to ensure a comprehensive and equitable evaluation process. **Mandatory documents** must be included in every proposal. **Desirable documents** should also be provided; if any are missing, Purchasing may request them prior to evaluation. Proposals lacking **rated documents** will receive a score of zero for the corresponding evaluation criteria. If the offeror has proposed edits to the draft contract, they must be submitted as a separate attachment.

Attachment	Form	Value
Attachment A	Proposal Cover Page, Declaration, & Checklist	Desirable
Attachment B	Campaign Contribution Disclosure Form	Mandatory

Attachment C	Conflict of Interest	Desirable
Attachment D	Non-Collusion Affidavit	Desirable
Attachment E	Key Personnel Proposal Form	Desirable
Attachment F	Project Cost Proposal Form	Rated
Attachment G	Project Capability Submittal (SC/LE, VA) Checklist and Format	Desirable
Attachment G1	Scope/Level of Expertise Plan (SC/LE)	Rated
Attachment G2	Value Added Plan (VA)	Rated
Attachment H	Reference List	Desirable

IV. EVALUATION

The Evaluation Committee will evaluate and score proposals based on the information provided in this document and the Offerors' demonstrated understanding of the RFP's objectives. Attendance at the Pre-Proposal Meeting is strongly recommended, as it will help Offerors understand the key information required in their proposals and provide a detailed explanation of the evaluation process.

Proposals will be evaluated according to the criteria listed below, which have been identified as critical to the success of the projects.

No.	Rating Criteria	% Point Values
1	Scope/Level of Expertise Plan (SC/LE)	35
2	Value Added Plan (VA)	5
3	Cost Proposal	35
4	Interview	25
5	Local Preference	3% or 6% of the total available points*

*See local preference requirements below

A. DESCRIPTION OF EVALUATION

To ensure that proposals are complete and address all key RFP issues, proposals should adhere to the following format. Proposals shall be organized into the following sections, in the order listed, and inclusive of all requested information:

a) **Proposal Cover Page, Declaration, and Checklist:** Offerors will prepare and submit the Proposal Cover Page, Declaration, and Checklist (Attachment A).

b) **Key Offeror Project Lead.** Using Attachment E, complete the Key Personnel Lead Proposal Form. Offerors should provide the name of their Primary Project Lead (the personnel should be the person who will be interviewed if shortlisted) that offerors propose to execute the project pursuant to a resultant contract.

c) **Project Cost Proposal Form.** Offerors should prepare and submit cost proposals and breakout (see Attachment F). Attachment F should be submitted in a separate electronic document from the rest of the proposal. The rest of the proposal shall not include any financial information. Any financial information associated with a Value Add (Attachment G2) can be included in that section.

d) **Project Capability (PC) Submittal.** The Project Capability Submittal has two components: Scope/Level of Expertise Plan (SC/LE), and Value-Added Plan (VA). (See Attachments G, G1 and G2).

i. Purpose of PC Submittal

i. Assist City in prioritizing Offerors' submittals based on their scope, expertise, and ability to understand intent of this RFP and the resultant contract.
ii. Provide high performing offerors with the opportunity to differentiate themselves from their competitors due to their experience and expertise by using verifiable performance metrics and previous relative project performance results.

ii. PC Submittal Format Requirements

i. PC submittals should NOT contain any names that can be used to identify who the offerors are (such as firm names, personnel names, Project names, or product names).
ii. A PC proposal template is included in this RFP. This document should be used by all offerors. Offerors should NOT re-create, re-format, or modify the template in any manner. Offerors should type their responses on the Word template provided.
iii. Failure to comply with any of the PC format requirements may result in disqualification.
iv. The PC submittal should not contain any marketing information. The submittal should be used to prove to the City that the offeror has expertise for the specific project being proposed on.
v. References used in the PC submittal should be listed in the Attachment H Reference List. The Reference List will be used by CPD, the Evaluation Committee, and Procurement Manager after PC submittals are evaluated.

iii. Overview of the Scope/Level of Expertise Plan - The Scope/Level of Expertise Plan is to allow Offerors to differentiate themselves based on their technical capabilities and understanding of the City's specific needs. It should summarize the metrics that show the Offeror can accomplish the subject project with the Scope defined by past experiences on similar projects. *In addition to completing the Performance Metrics table on Attachment G (1), offerors should provide a narrative explaining their proposed performance metrics. This narrative should describe how their capabilities and proven track record—which the City will verify through references—align with or exceed the City's sample benchmarks. Offerors should justify any significant differences, highlight unique strengths or advantages, and provide a high-level summary of their proposal to ensure the selection committee can quickly grasp the key aspects of their approach and qualifications.* Offerors should identify scope claims based on their expertise and experience supported by verifiable performance metrics that show the capability to this specific project environment and requirement. All cost associated with technical capabilities listed in the SC/LE plan should be included in the proposed base project cost (see Attachments F and G1).

iv. Overview of the Value-Added Section – This section allows Offerors to present industry standards, innovative solutions, or unique services that the City may not have included in the RFP but could enhance the project. The Value-Added Plan provides an opportunity to propose additional options or ideas that may benefit the City, with or without changes to cost or revenue.

Offerors should clearly identify:

i. Any elements the City may have omitted from the scope of work.

ii. How these value-added options have been successfully implemented in previous projects, supported by verifiable performance data.

Offerors should also specify any cost or time impacts associated with these options. Any financial or revenue-related impacts outlined in the Value-Added Section (Attachment G2) should NOT be included in the proposed base cost (see Attachment F).

v. Reference List - There will be a designated area on both the Scope/Level of Expertise Plan and Value-Added Plan where performance claims are supported by an indicated reference. As the PC submittals are anonymous, the reference will be indicated only by a reference number which corresponds to the matching number on the Reference List (Attachment H).

e) Interviews - The Offerors will be required to participate in interviews to confirm/evaluate expertise. This is not a presentation. The Evaluation Committee will interview the Key Personnel Lead on the Interview date specified in the Project Procurement Schedule (or as soon as possible). The individual is required to attend in person or virtual for the interview. A second individual may be present (standby) to clarify their Cost Proposal if needed and/or requested. If interviews are not conducted, then offerors will all receive the full points for the selection criteria.

f) Local Preferences

Purpose:
The City of Santa Fe recognizes the economic value of supporting local businesses. Local preferences are intended to enhance the competitiveness of local businesses in the procurement process, in alignment with the City's Procurement Manual and applicable ordinances. These preferences are applied to promote local economic growth while adhering to the governing laws and regulations.

Usage:
Local preferences are applied in the evaluation of proposals received in response to the City's RFPs. These preferences are granted to businesses that meet specific qualifications, as outlined below, and can only be applied to procurements funded by the City. They are not applicable to purchases using state, federal, or grant funds.

Application:
1. **Local Preference Qualification**
   - To qualify, an Offeror must attach a Resident Business certification issued by the New Mexico Taxation and Revenue Department to their proposal. This certificate must verify that the business is located within Santa Fe municipal limits.
   - Proposals without a valid certification will not be eligible for local preference consideration.
2. **Evaluation in the Formal RFP Process**
   - **Point-Based System:**
     - Local resident businesses are awarded additional points equivalent to 3% of the total

possible points.
    - Businesses with all local resident business subcontractors receive an additional 3% of the total possible points.
    - Maximum local preference: 6%.
3. **Solicitations Above $1,000,000**
    - Proposals from resident businesses are deemed 6% lower than their submitted bid, provided at least 50% of subcontracted services are performed by resident businesses.
    - Proposals from non-local resident businesses are deemed 3% lower, provided at least 50% of subcontracted services are performed by resident businesses.
4. **Restrictions**
    - Local preferences are not applicable when federal funds are part of the expenditure or anticipated to be used for the contract.
    - If multiple preference certificates are submitted by a vendor, only one preference will be applied per solicitation, as determined by the City.

Additional Information: Applications for Resident Business certification can be downloaded at: http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx.

B. PROJECT REVENUE CONTROLS OF THE BEST VALUE APPROACH (BVA)

There are two revenue controls in the BVA including:

a) Best Value Check: After the prioritization of offerors, if the best value Offeror is within 15% of the next best value cost proposal, the best value Offeror will be prioritized first. If not within the range, the best value Offeror will attempt to justify why they should be awarded the contract. If the justification is clear to the Evaluation Committee, they will move into the clarification period.

b) Selection Check: Before the contract is awarded, an evaluation committee report should be completed and suggest award to the best value Offeror. If the justification is not sufficient, the award may go to the next best valued offeror who has met all the requirements of the BV approach. The Selection Check will provide the justification for hiring the highest prioritized Offeror. Selected proposal should be a proposal that is responsive, responsible, and is the most advantageous to City, as determined by the City in its sole discretion.

C. CLARIFICATION

Following the initial evaluation, the potential best value Offeror may be asked to enter into a Clarification Phase. This crucial phase, guided by Attachment I (Clarification Phase Guide), serves as a 'setting expectations' process to ensure mutual understanding between the City and the Offeror. It provides an opportunity for both parties to clarify any aspects of the proposal and RFP, address identified issues, mitigate risks, and develop a comprehensive Weekly Risk Report (Attachment J). Depending on the outcome of the initial evaluation or the Clarification Phase, the City may request a Best and Final Offer (BAFO). The Offeror will conclude the Clarification Phase with a presentation at the Clarification Meeting, demonstrating a clear and aligned understanding of the project's requirements and expectations.

D. AWARD

The City will notify each offeror in writing of the City’s decision.

a) The City reserves the right to reject any or all proposals and to award more than one offeror and to a offeror other than the lowest-priced offeror. The decision of the RFP award(s) by the City is final.

b) The City at its sole discretion, may decide to take no procurement action as a result of the RFP and/or may re-issue all or portions of the RFP.

c) The City reserves the right to accept or reject without consideration proposals that do not address the full requirements of the RFP or that do not reach the designated address and contact before the proposal due date and time identified.

The final award(s) is/are dependent upon the Offeror's Scope of Work (SOW) being acceptable to the City. Proposals and contents provided by the Offeror will be considered contractual obligations. Any new or unique requirements included in the proposal can be added or amended, at the City's sole option, to the final contract. Obligations of confidentiality will be an important condition of resulting contracts. The selected Offeror and all employees performing duties on this project will be required to keep all aspects of this project in confidence unless otherwise allowed by the City.

All Offeror's performance may be tracked by the Department POC through the Weekly Risk Report System (See Attachment J).

ATTACHMENT LIST – List of all attachments included in the RFP

Attachment A	Proposal Cover Page, Declaration, & Checklist
Attachment B	Campaign Contribution Disclosure Form
Attachment C	Conflict of Interest
Attachment D	Non-Collusion Affidavit
Attachment E	Key Personnel Lead Form
Attachment F	Project Cost Proposal Form
Attachment G	Project Capability Submittal (SC/LE, VA) Checklist and Format
Attachment G (1)	Scope / Level of Expertise Plan (SC/LE)
Attachment G (2)	Value-Added Plan (VA)
Attachment H	Reference List
Attachment I	Clarification Phase Guide
Attachment J	Weekly Risk Reporting System Guide
Attachment K	Draft Contract

ATTACHMENT A – PROPOSAL COVER PAGE, DECLARATION, AND CHECKLIST

The Offeror should complete and submit this Attachment. The following documents are required for this RFP (please mark off each document to acknowledge that you have completed and submitted the document in the proper format):

☐	Attachment A	Proposal Cover Page, Declaration & Checklist
☐	Attachment B	Campaign Contribution Disclosure Form
☐	Attachment C	Conflict of Interest
☐	Attachment D	Non-collusion Affidavit
☐	Attachment E	Key Personnel Lead Form
☐	Attachment F	Project Cost Proposal Form
☐	Attachment G	Project Capability Submittal (LE, RA, VA) Checklist and Format
☐	Attachment G (1)	Level of Expertise (LE) Plan
☐	Attachment G (2)	Value Added (VA) Plan
☐	Attachment H	Reference List
	Attachment K	Redlined Contract Template (if applicable)

RFP # 25160

Phone Number

Company Name

Mailing Address

FEIN

City and Country

NMBTIN (fka 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			
Email			
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 should 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 this RFP;
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors and Draft Contract contained in this RFP; and
- I acknowledge receipt of all amendments to this RFP, if any.

_____ _____, 20_____

Authorized Signature and Date (*Should be signed by the individual identified in item #2.A, above*.)

ATTACHMENT B - CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, Sections 13-1-28, and 13-1-191.1, 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 NMSA 1978, Section 13-1-181 or a contract that is executed may be ratified or terminated pursuant to NMSA 1978, Section 13-1-182 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 RFP AND MUST BE SUBMITTED BY ANY OFFEROR 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 between the public notice of the RFP and ending with the award of the contract or the cancellation of the RFP.

"**Prospective contractor**" means a person or business that is subject to the competitive sealed proposal process set forth in NMSA 1978, Sections 13-1-28 through 13-1-199.

"**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: _____

Alan Webber, Mayor
Councilor Signe I. Lindell, District 1, Pro Tem
Councilor Alma Castro, District 1
Councilor Carol Romero-Wirth, District 2
Councilor Michael Garcia, District 2
Councilor Lee Garcia, District 3
Councilor Pilar F.H. Faulkner, District 3
Councilor Amanda Chavez, District 4
Councilor Jamie Cassutt, District 4

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)

ATTACHMENT C - CONFLICT OF INTEREST STATEMENT

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, NMSA 1978, Section 10-16 et seq and include a full disclosure of all potential organization conflicts of interest in the Proposal.

In addition to the authorized representative, all 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. Each key personnel must also certify that there is no conflict of interest in connection to this RFP and/or resultant contract. If there is a conflict with the Project, then the authorized representative and known key personnel needs to describe the conflict.

The Offeror agrees that, if after award, an organizational conflict of interest is discovered, the authorized representative makes an immediate and full written disclosure to the City that includes a description of the action taken 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. If Offeror's personnel 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 as a result of this RFP. For the duration of this firm's involvement in the resultant 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 proposing or associated with an or Offeror on the contract.

I certify that this firm will keep all procurement and 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 contract. I understand that if this firm leaves this agreement before it ends, this firm must 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 CPO, via email, purchasing@santafenm.gov 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 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: _____

Email Address: _____

Signature: _____

Date: _____

The above information is subject to verification by the City of Santa Fe. If the City finds a misrepresentation, the proposal may be automatically disqualified from the procurement process or the contract may be canceled.

ATTACHMENT D - NON-COLLUSION AFFIDAVIT

Complete, sign, and return with your proposal.

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 _____

ATTACHMENT E – KEY PERSONNEL LEAD FORM

Offeror Key Personnel Lead: _____

ATTACHMENT F - PROJECT COST PROPOSAL FORM

Total Cost Proposal: _____

All amounts provided should include all overhead; labor, materials, equipment, transportation, configuration, installation, training, and profit to provide the goods and/or services described in the evaluation section of this RFP.A by any current RFP amendments for the period specified).

Please provide per-unit pricing for each firefighter for the line items listed below. Each exam must include all services outlined in the scope of work. If a firefighter does not receive the full exam, the Lab Work, DOT Physical, and Exercise Physiology Screening should be treated as à la carte options and priced individually.

#	**Line Items**	**Cost (per item)**	**Line-item Cost**
1	Physical Exams	$	$
2	Labs and Diagnostics	$	$
3	DOT Physical	$	$
4	Sub VO2 Max testing	$	$
5	Ultrasound Cancer Screening	$	$
6	Other	$	$
7		$	$
		Total Cost	**$**

ATTACHMENT G – PROJECT CAPABILITY SUBMITTAL CHECKLIST AND FORMAT

The Offeror should complete and submit this checklist along with the Project Capability (PC) Submittal. This PC Submittal Checklist is not counted in the 4-page PC Submittal limit. Failing to answer or answering "No" to any of the questions below may result in disqualification.

1. Is your PC Submittal (attachments G1, & G2) a total of 4 pages or less (2 page maximum per document)? ☐ Yes ☐ No
2. Do you understand that your PC Submittal will NOT contain any names, past projects, or information that may be used to identify who your firm is? ☐ Yes ☐ No
3. Do you understand that you should use the PC Submittal templates provided in this RFP and that you are NOT allowed to re-create the PC Submittal Templates (cannot alter font size, add colors, add pictures, etc.) or handwrite your responses? ☐ Yes ☐ No
4. Do you understand that the contents of PC Submittal will become part of the Contract? ☐ Yes ☐ No
5. Do you understand that your Proposal may be disqualified if you fail to meet any of the above requirements? ☐ Yes ☐ No

ATTACHMENT G (1) – SCOPE/LEVEL OF EXPERTISE PLAN (SC/LE)

Instructions:

- Offerors **should use this template** to provide their project performance metrics for each requirement.
- Each reported metric **should be supported by a reference** listed in **Attachment H: Reference List**, with the corresponding reference number indicated in the "Ref #" column.
- Offerors may add additional performance metrics that differentiate their qualifications.
- **Offerors should NOT modify the prefilled sample data** or exceed the 2**-page limit** for this section.
- **Offerors should NOT include any identifying information** in this submission.

The **City of Santa Fe Sample** column provides reference figures based on anticipated project needs. Offerors should enter their actual experience metrics in the **Offeror's Project Performance** column.

Scope Description:
In addition to completing the table below, offerors should provide a narrative explaining their proposed performance metrics. This narrative should describe how their capabilities and proven track record—which the City will verify through references—align with or exceed the City's sample benchmarks. Offerors should justify any significant differences, highlight unique strengths or advantages, and provide a high-level summary of their proposal to ensure the selection committee can quickly grasp the key aspects of their approach and qualifications.

***Note: the instructions above may be deleted from this form to allow for more room to respond.**

Performance Metrics

Requirement	City of Santa Fe Sample	Offeror's Project Performance	Ref #
Years of experience providing physicals	5	[Enter value]	[#]
# of contracts with entities for physicals	1	[Enter value]	[#]
# of contracts with government entities for physicals	1	[Enter value]	[#]
Number of individuals served over the last five years	5000	[Enter value]	[#]
Average Budget ($) Per Contract	~$600,000	[Enter value]	[#]
Average Contract Duration (Years)	4	[Enter value]	[#]
The maximum number of onsite evaluations the Offeror can perform per day	10	[Enter value]	[#]
The number of staff available for onsite service delivery.	3	[Enter value]	[#]
Onsite events per year	1	[Enter value]	[#]
Events where offeror would travel to client	1	[Enter value]	[#]
Customer Satisfaction (?/10)	10/10	[Enter value]	[#]

Offerors may provide additional performance metrics that highlight their expertise. Each metric should be supported by a professional reference in **Attachment H**.

Additional Criteria	Offeror's Project Performance	Ref #
[Enter additional metric]	[Enter value]	[#]
[Enter additional metric]	[Enter value]	[#]
[Enter additional metric]	[Enter value]	[#]

ATTACHMENT G (2) – VALUE ADDED PLAN (VA)

Instructions:

- Offerors **should use this template**.
- The Value-Added Plan should identify any **value-added options or ideas that may benefit the City**. The value-added claims should be prioritized (identify the most important claims first).
- The Offeror may add Value Added Claim rows to the table template, but **do not exceed the 2-page limit for this section**.
- Offerors should NOT include any identifying information in the Plan.
- Information supported by an indicated reference should have a corresponding reference listed in Attachment H: Reference List.
- Each value-added claim will provide a brief description, extra cost/delay, and impact which describes how it would affect the project in terms of cost, time and/or quality.

***Note: the instructions above and the example in table below may be deleted from this form.**

#	Value Added	Cost	Delay	Impact	Ref #
0	Example: Provide telecommunication services for physical updates and emergency calls	5%	0	Increased cost by 5%	1
1	[Enter Description]	[Enter Cost/%]	[Enter]	[Enter Impact]	[#]
2	[Enter Description]	[Enter Cost/%]	[Enter]	[Enter Impact]	[#]
3	[Enter Description]	[Enter Cost/%]	[Enter]	[Enter Impact]	[#]
4	[Enter Description]	[Enter Cost/%]	[Enter]	[Enter Impact]	[#]
5	[Enter Description]	[Enter Cost/%]	[Enter]	[Enter Impact]	[#]
6	[Enter Description]	[Enter Cost/%]	[Enter]	[Enter Impact]	[#]

ATTACHMENT H – REFERENCE LIST

Instructions:

- Offerors **should use this template**.
- The Reference List's "Ref #" should correlate with the references indicated on the Scope / Level of Expertise and Value-Added Plans.
- All references cited should have their Point of Contact (POC) readily available if follow-up questions or verification of project information and performance is required by City.
- Any References listed which are not readily available may be considered invalid in the scoring of the Scope / Level of Expertise and Value-Added Plans.

Ref #	Client Name	POC Name	Email	Phone	Project Cost	Duration
0	Example :Client A	POC Name A	A@gmail.com	(###) ### - ####	$ 1,800,000	1/1/2020 - 5/1/2020
1	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
2	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
3	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
4	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
5	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
6	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
7	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
8	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
9	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
10	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]

ATTACHMENT I – CLARIFICATION PHASE GUIDE

1. OVERVIEW

a. Purpose: The Clarification Phase is designed to refine the selected Offeror's proposal and ensure a clear understanding of project requirements before contract execution. This phase is not a negotiation of cost/fee/financial rates, project durations, or project team composition, unless specifically requested by the City by following the BAFO process. The Clarification phase commences upon notification of the highest-ranked Best Value Offeror(s) and concludes with the final presentation to the City, after all identified issues have been addressed and updates provided through BAFO. If the City determines, at any point during the Clarification Phase, including after the First Clarification Meeting and Clarification Summary Meetings, that the proposal does not adequately meet the City's needs based on the requirements set forth in this RFP, the City may proceed with a Clarification Phase with the next highest-ranked Offeror. Upon successful completion of the Clarification Phase and receipt of all required documentation, the City may proceed to contract award.

b. Objective and Performance: The City's objective is to maximize the value and effectiveness of the products/services without increasing the Offeror's proposed price, while ensuring high customer satisfaction. The Offeror's performance will be evaluated based on these factors throughout the contract period. The Offeror is expected to proactively manage project risks, utilizing a selected tool such as the Weekly Risk Report (WRR) to mitigate potential issues.

c. Responsibilities: The Offeror is responsible for demonstrating a comprehensive understanding of the project scope and clearly defining their deliverables. The Offeror is also responsible for identifying and mitigating project risks. The City is responsible for communicating any concerns or issues to the Offeror before contract execution.

d. Deliverables: The Clarification Phase requires the Offeror to provide the following deliverables, which will form the basis of the final contract:

   a. A detailed project plan outlining all phases of work.
   b. An integrated cost/time schedule for tracking project deviations.
   c. A simplified milestone schedule for non-technical stakeholder tracking.
   d. A Cost Proposal presented in both milestone schedule and major area formats.
   e. Meeting minutes documenting the Offeror's risk mitigation plans for identified risks.
   f. A finalized Weekly Risk Reporting System (WRRS, Attachment F) for tracking project implementation and delivery. Project work shall not commence without an approved Purchase Order (PO) and a completed WRR (if requested). If requested, the Offeror will be responsible for updating and distributing the WRR to all stakeholders on a weekly basis, including: 1) cost and schedule status, 2) milestone schedule status, 3) project cost and time deviations, and 4) risk mitigation and other performance metrics.

2. PRE-PLANNING AND COORDINATION

a. Supporting Documentation: The City may request supporting documentation to verify information provided in the Offeror's proposal prior to the Clarification Phase.

   First Clarification Meeting: The Offeror is required to attend a First Clarification Meeting to present their proposal, address City concerns, and introduce project stakeholders. The Offeror shall:

   i. Ensure all relevant City stakeholders and participants are invited.
   ii. Present the detailed scope of services, including schedule, cost, and deliverables.
   iii. Clearly define the City's responsibilities.
   iv. Propose a finalized Weekly Risk Report (WRR) format.
   v. Address questions and concerns from City stakeholders.
   vi. Document and address concerns, issues, and comments from City stakeholders.
   vii. Propose a schedule for finalizing the Clarification Phase and contract documents.

b. Post-Meeting Activities: Upon successful completion of the First Clarification Meeting, the Offeror may be required to:

c. Conduct additional site visits or investigations.
d. Coordinate with all parties involved in project delivery.
e. Develop and document mitigation strategies for identified concerns and issues.
f. Finalize the Clarification Document, including the contract, WRR, payment schedule, and scope of work.

3. CLARIFICATION DOCUMENT

The final Clarification Document should include:

a. Executive Summary: A concise summary of the project scope, clearly delineating in-scope and out-of-scope items.
b. Finalized Scope Documents: Detailed descriptions of project tasks and methodologies.
c. Simplified Metrics: Clear and measurable descriptions of project deliverables.
d. Detailed Scope Descriptions: A comprehensive breakdown of all actions required by the Offeror, City, and stakeholders, including detailed and milestone schedules.
e. Finalized Weekly Risk Report (WRR) Format.
f. Project Financial Summary:
   a. The Offeror's Original Price Proposal.
   b. A list of agreed-upon Value-Added Options and their price impacts.
   c. A list of agreed-upon Scope Changes or Additional Work and their price impacts.
   d. A detailed Price Breakout and Payment Schedule.
g. Project and Emergency Contact List.
h. PowerPoint Presentation: A presentation summarizing the project scope, including cost, time, deliverables, and acceptance criteria.

4. FINAL CLARIFICATION MEETING

a. Purpose and Format: The Final Clarification Meeting is a summary presentation of the agreements reached during the Clarification Phase. This is not a question-and-answer session; all questions and coordination should be completed prior to this meeting.

b. Presentation and Documentation: The Offeror shall present a comprehensive overview of the contract period, including coordination and planning activities. The Offeror shall provide all required documentation, including a clear description of the City's responsibilities. The Offeror must demonstrate that all risks have been adequately mitigated. The presentation and meeting minutes (if applicable) will be incorporated into the final contract.

ATTACHMENT J – WEEKLY RISK REPORTING SYSTEM GUIDE

Overview

The City may choose to use the Weekly Risk Reporting System (WRRS) or something similar. This is a companion to the Quality Control Plan that is created by the best value Offeror during the Clarification Phase. The report serves as a tool for the City in analyzing the performance of the Project based on risk. The WRRS does not substitute or eliminate weekly progress reports or any other traditional reporting systems (that the Offeror may do).

The purpose of the WRRS is to allow the Offeror to document and manage all risks that occur throughout a project. Risk is defined as anything that might impact the project scope, cost, and schedule. This includes risks that are caused by the Offeror (or entities subcontracted by the Offeror), and risks that are caused by City (scope changes, unforeseen conditions, etc.). The City's Project Manager may also require the Offeror to document risks that may impact the City satisfaction.

Submission

The weekly report is an Excel file that should be submitted every week. The report is due every week once the Contract Award is issued, until the Project is 100% complete (and final payment is made). The Excel spreadsheet will be available from the City upon request.

The completed report should be saved using the date and name of the Project given by the City (Format: YYMMDD_Project Name; For example, 'HCM Project' for the week ending Friday, Oct 7, 2021, should be labeled '211007_HCM Project'). Weekly Reports are to be emailed by Monday.

The weekly risk report consists of reporting the project performance metrics, cost, scope changes or unforeseen events that are risks to the project in terms of scope and cost deviations, or City satisfaction including any risks that could potentially develop into an issue. When a new risk is identified, it is added to the weekly risk mitigation log.

When a risk has become an issue and causes deviation to project cost, time or quality, it is added to a project deviations log, along with the following: Identification date (date the issue was identified), plan to resolve issue, resolution due date, impact to critical path or schedule (in days), and impact to final cost (in dollars).

As deviations arise that warrant attention, the Offeror should not wait to submit the weekly risk report. The Offeror should contact the City if there are any risks or potential risks identified that are or could be rated at a high level. When a risk is eliminated or the issue is resolved, the actual date of elimination or resolution must be listed.

The City will analyze the reports for accuracy and timeliness. The reports will be used in part by the City to determine the overall final performance rating of the Offeror (and its team).

ATTACHMENT K - DRAFT CONTRACT

The Draft Contract (get current template prior to submitting this RFP for review https://intranet.santafenm.gov/all_forms_1) must be as complete as possible, including all City/Federal Terms, Conditions, Detailed Scope of Work, Definitions, etc. This does not preclude the City from negotiating the final contract terms and conditions during the negotiation period.>

<The paragraph below must remain in this Attachment as notice to all Offerors.>
The draft included in this Attachment represents the contract/price agreement the City intends to use to make an award/awards. The City of Santa Fe reserves the right to modify (as necessary) the draft prior to or during the award process.

The City's contract with the selected contractor will follow the City's standard format and include the terms in the Draft Contract. The City reserves the right to negotiate additional provisions. The RFP and the awarded proposal will be incorporated into the final contract.

Exceptions to contract terms are discouraged and may lead to rejection if they are deemed conditional, deficient, or require significant revisions. If an Offeror proposes changes, they must provide a separate document called Contract Edits, cite the specific sections of the Draft Contract they wish to modify, provide alternative language, and justify the proposed changes. General references to the Offeror's terms or complete substitutions of the Draft Contract are not allowed and will result in disqualification.

Offerors must submit any proposed modifications with their proposal, clearly identifying the affected sections of the Draft Contract. If no changes are proposed before selection, the Offeror agrees to the contract terms as stated. Contract negotiations will only address terms proposed during the RFP process and will not allow further amendments to the proposal.

CITY OF SANTA FE

Date: November 18, 2025

To: Governing Body

From: S. Jane Mathews, Public Works Project Manager II SJMathews SJMathews (Nov 19, 2025 08:34:16 MST)

Via: Sam Burnett, Interim Public Works Department Director JOHN BURNETT (Nov 19, 2025 10:44:06 MST)
Tim Farrell, Interim Facilities Division Director Timothy Farrell

Subject: Assessment and Design for the Preservation Work at the Santa Fe Main Library

Vendor Name: Woven Architecture LLC

Vendor Number: 5149

ACTION:
Request for Approval of a Professional Services Agreement with Woven Architecture LLC in the Total Amount of $231,300 Including NMGRT for Design Services for the Santa Fe Main Library for a Term of Two Years. (Jane Mathews, Public Works Project Manager II; sjmathews@santafenm.gov)

Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $231,300 to FY26 Facilities WIP Design for Santa Fe Main Library Preservation Project.

CONTRACT NUMBER:
The Munis Contract Number is 3250438.

BACKGROUND:
The Public Works Department's Facilities Management Division (FMD), in partnership with the Community Health and Safety Department, has been awarded a Cultural Properties Restoration Fund (CPRF) grant from the New Mexico Department of Cultural Affairs Historic Preservation Division in the amount of $231,300.

The City of Santa Fe received the grant funds in advance, in June 2025. FMD is now seeking to execute both the Joint Powers Agreement and the Preservation Agreement. The Preservation Agreement is required to ensure that grant recipients maintain and preserve their cultural properties after the completion of the grant-funded work; it will remain in effect for a period of ten (10) years.

FMD, in coordination with the Community Services Department, will partner with Woven Architecture to advance this project. The grant funds are to be used for architectural design services for the rehabilitation of the interior and exterior of the historic Main Library. The scope of work includes measured drawings, an interior conditions assessment, programming and space planning to update visitor flow and usage as well as improvements to mechanical,

electrical, and plumbing systems (MEPs). The assessment includes an investigation of the extent of damage in the Southwest Reading Room, which has visible water damage. The project will include cost estimates and working drawings to guide future renovation of the Main Library.

The work will prioritize preservation and rehabilitation of the building exterior, incorporating the findings from the Main Library Facility Condition Assessment, prepared by Woven Architecture and completed in 2024. The working drawings will include the recommendations on site work, windows and doors, balconies, the building envelope, stucco and brick parapets, as well as work yet to be defined during the interior assessment.

Design work is anticipated to begin in January 2026, with completion expected by March 30, 2027. This schedule provides sufficient time to complete the programming phase, which will include extensive stakeholder meetings and public engagement sessions to define the goals and vision for the Main Library. These discussions will ensure that the design reflects the evolving role of libraries as dynamic community hubs rather than solely repositories for books.

Designed by John Gaw Meem and constructed in 1936, the Main Library is a Contributing Historic Structure within both the Santa Fe Historic District and the Downtown and Eastside Historic District, and an important historic and cultural asset to the City of Santa Fe. The building has served a range of civic functions—including City Hall and a police station—prior to its conversion into a library in 1986. Since the last major renovation in 2002, the condition of the facility's exterior has deteriorated significantly due to deferred maintenance.

This grant represents an important first step toward the preservation and restoration of one of the City's most architecturally and historically significant civic landmarks.

ATTACHMENTS:

- Professional Services Contract with Woven
- Proposal
- CES Award Letter
- Certificate of Insurance
- CPO Determination
- Horizons Service List
- Joint Powers Agreement with NMDFA Department of Cultural Affairs Historic Preservation Division via Cultural Properties Restoration Fund (Contract No. 25-505-7000-50257)
- Preservation Agreement Between City of Santa Fe (Grantor) and State of New Mexico Historic Preservation Division of the Office of Cultural Affairs/Covenant Holder (Grantee)
- Cultural Properties Restoration Fund Grant Program Award Letter
- BAR

PROCUREMENT METHOD:
The procurement method is Cooperative Education Services (CES) Agreement Number 2023-01-C1127-ALL, which expires on October 5, 2026.

Chief Procurement Officer (CPO)/Designee: _____ Date: 11/21/2025
CPO Comment/Exceptions: NMSA 1978, Section 13-1-135 - use of coop awarded via RFP

FUNDING SOURCE:
Joint Powers Agreement with State of NM Department of Finance and Administration Department of Cultural Affairs Historic Preservation Division Cultural Properties Restoration Fund (Contract No. 25-505-7000-50257)—Santa Fe Main Library

Fund Name/Number: FACILITIES/320
Munis Org Name/Number: FacilityCIP/3209980
Munis Object Name/Number: WIP Design/572960
Project Ledger ID: FMD2532004

Budget Officer/Designee: Andy Hopkins Date: 11/19/2025
Budget Officer Comment/Exceptions: _____

ASSOCIATED APPROVALS:
IT Components included? ☐ Yes | ☒ No
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Treasury/Point of Sale Components included? ☐ Yes | ☒ No
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures, included? ☐ Yes | ☒ No
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Is this an externally funded purchase? ☒ Yes | ☐ No
If yes, what is the issuing agency: NMDFA Department of Cultural Affairs Historic Preservation Division via Cultural Properties Restoration Fund (JPA 25-505-7000-50257)
Approval: ERIKA LUJAN ERIKA LUJAN (Nov 19, 2025 15:08:24 MST) Title: Grant Manager Date: 11/19/2025
Comment/Exceptions: _____

Capital Asset or Project? ☐ Yes | ☒ No
Project Ledger Number _____
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Item #: _____
Munis Contract #: 3250438
Coop #: CES 2023-01-C1127-ALL

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **Woven Architecture, LLC**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, section 13-1-135 and

WHEREAS, the Contractor is one of such requisite and qualifications and is willing to engage with the City for professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Agreement; and

The City and the Contractor hereby agree as follows:

1. Scope of Work

The Contractor shall provide the following services-for the City:

A. Interior Conditions Assessment & Rehabilitation Plan. Complete an assessment of the library's interior conditions and develop a plan for rehabilitation of the library interior. The conditions report/plan shall:

1. Address architectural, mechanical, electrical, plumbing and safety and security.
2. Develop priorities and recommendations and evaluate estimated costs.
3. Include photographs and additional resources.

B. Measured Drawings. Measured drawings will be completed to document existing conditions and serve as a base plan for planning documents. Measured drawings shall include: floor plans, exterior elevations, MEP locations, reflected ceiling plan, roof plan, and select interior elevations.

C. Programming and Space Planning. Rehabilitation plans shall include programming and space planning as a pre-development phase of research and decision-making. Plans shall include:

1. Identifying stakeholders.
2. Holding stakeholder meetings.
3. Establishing goals.
4. Conceptual planning.

D. Working Drawings. Working drawings shall be completed for schematic design and design development. Schematic design shall:

1. Confirm the form, function and image of the project for the building's exterior and interior.
2. Determine elements of historic significance to preserve/restore/ protect.
3. Establish floor plan and reflected ceiling plan based on Programming and Space Planning results.
4. Trace existing electrical system for use in future work.
5. Begin building systems coordination.

E. Design Development. Design development drawings shall:

1. Further develop solutions to restore the exterior and rehabilitate the interior for modern library use.
2. Further develop plans to protect historic spaces/finishes.
3. Complete selection of equipment, materials, finishes for inclusion in future work.

F. Construction Documents. Construction documents shall include drawings, details, and specifications for construction, and:

1. Provide drawings incorporating dimensions, materials, finishes, and details necessary for the project for the following:
   a. Site plan; demolition plans; floor plans; roof plan; building + wall sections; reflected ceiling plans; interior elevations + sections; details; mechanical plans; including plumbing & HVAC; electrical plans, including special systems, power, lighting, security; material and color samples; specifications.

G. Opinion of Probable Construction Cost (OPCC). Architect will work with City and General Constructor to develop an OPCC based on industry standards and knowledge of general construction trends in Northern New Mexico.

H. Arborist Consultation/Tree Work. Architect will consult with an arborist to determine the health of the existing trees and make recommendations for moving forward. Currently, tree roots are heaving the brick walkway in multiple locations creating unsafe walking conditions.

All work completed shall comply with The Secretary of the Interior's Standards for the Treatment of Historic Properties. The SOI Standards may be found online, here: https://www.nps.gov/articles/000/treatment-standards-rehabilitation.htm

2. Standard of Performance; Licenses

A. The Contractor does hereby accept its designation as a professional service, rendering services related to architecture and design for the City, as set forth in this Agreement. The Contractor represents that Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under this Contract.

B. The Contractor agrees to obtain and maintain throughout the term of this Contract, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives, and subcontractors.

3. Compensation

A. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed two hundred thirty-one thousand three hundred dollars ($231,300)**.

B. Payment. The total compensation under this Agreement **s**hall not exceed o shall not exceed two

hundred thirty-one thousand three hundred dollars ($231,300) including New Mexico gross receipts tax.. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.

C. Payment shall be made upon Acceptance of each Deliverable and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices MUST BE received by the City no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.
D. **Notice of Extended Payment Provision for Grant Funded Contracts**. This contract allows the owner to make payment within 45 days after submission of an undisputed request for payment.

4. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate **two (2) years from date of final signature** unless terminated pursuant to paragraph 5 (Termination) and paragraph 6 (Appropriations). The City reserves the right to renew this contract on an annual basis by mutual agreement not to exceed a total of four (4) years in accordance with NMSA 1978, Sections 13-1-150 through 152.

5. Termination

A. Grounds. The City may terminate this Agreement for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

1. The City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated

pursuant to Paragraph 6, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

6. Appropriations

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, this Contract shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

7. Status of Contractor

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Contract. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

8. Assignment

The Contractor shall not assign or transfer any interest in this Contract or assign any claims for money due or to become due under this Contract without the prior written approval of the City.

9. Subcontracting

The Contractor shall not subcontract any portion of the services to be performed under this Contract without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Contract, nor shall any subcontract obligate direct payment from the City.

10. Release

Final payment of the amounts due under this Contract shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Contract.

11. Confidentiality

Any confidential information provided to or developed by the Contractor in the performance of this Contract shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

12. Product of Service -- Copyright

All materials developed or acquired by the Contractor under this Contract shall become the property of the City and shall be delivered to the City no later than the termination date of this Contract. Nothing developed or produced, in whole or in part, by the Contractor under this Contract shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

13. Conflict of Interest; Governmental Conduct Act

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

14. Amendment

A. This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

15. Entire Agreement

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

16. Merger

This Contract incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written contract.

This Contract is issued against the Cooperative Educational Services (**CES) Master Agreement 2023-01-C1127-ALL** Design Professional Services, Category 1 - Lot 1, Architectural Design and Consulting Services, established and maintained by **Cooperative Educational Services**, and through this language hereby incorporates this agreement by reference and is included in the order of precedence.

No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

17. Penalties for Violation of Law

NMSA 1978, sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

18. Equal Opportunity Compliance

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

19. Applicable Law

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, section 38-3-2. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

20. Workers' Compensation

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Contract may be terminated by the City.

21. Professional Liability Insurance

Contractor shall maintain professional liability insurance throughout the term of this Contract providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Contract.

22. Other Insurance

If the services contemplated under this Contract will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Contract, the following insurance coverage(s), naming the City as additional insured.

A. **Commercial General Liability** insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $1,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. **Broader Coverage and Limits**. The insurance requirements under this Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor hereunder.

C. Contractor shall maintain the above insurance for the term of this Contract and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

23. Records and Financial Audit

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Contract's term and effect and retain them for a period of three (3) years from the date of final payment under this Contract. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments.

24. Indemnification

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Contract, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Contract. If any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Contract is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

25. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act.

26. Invalid Term or Condition

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected and shall be valid and enforceable.

27. Enforcement of Contract

A party's failure to require strict performance of any provision of this Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Contract shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

28. Notices

Any notice required to be given to either party by this Contract shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City:
Spencer Schwartz
Project Manager II
City of Santa Fe Public Works
2651 Siringo Road, Building E
PO Box 909
Santa Fe, NM 87504-0909
smschwartz@santafenm.gov
505-955-5929

To the Contractor:
Barbara Felix
President
Woven Architecture, LCC
1114 Hickox Street, Suite A
Santa Fe, NM 87505
barbara.felix@bjfelix.com

29. Authority

If Contractor is other than a natural person, the individual(s) signing this Contract on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter a binding contract.

30. Non-Collusion

In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City's Chief Procurement Officer.

31. Default/Breach

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages, and the City may also seek all other remedies under the terms of this Agreement and under law or equity.

32. Equitable Remedies

The Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the City irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City 's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The City's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that the City may have under applicable law, including, but not limited to, monetary damages.

33. Default and Force Majeure

The City reserves the right to cancel all, or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

_____
ALAN WEBBER,MAYOR

DATE: _____

CONTRACTOR:

Barbara Felix
Barbara Felix (Mar 21, 2025 09:11 MDT)
_____
BARBARA FELIX, PRESIDENT

DATE: Mar 21, 2025

NMBTIN#: 02-333143-007

ATTEST:

_____
ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Mar 21, 2025 09:16 MDT)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
_____
EMILY OSTER, FINANCE DIRECTOR

Exhibit A

City of Santa Fe – Main Library

October 23, 2025

This Proposal/Agreement is for Architectural Services between:

The Owner:	City of Santa Fe Public Works 2651 Siringo Rd. Building E PO Box 909 Santa Fe, NM 87504 Contact: Jane Mathews, Project Manager II; sjmathews@santafenm.gov
The Architect:	Woven Architecture, LLC ("Architect" or "Woven") 1114 Hickox St, Ste A Santa Fe, NM 87505 Contact: Becca Snyder, AIA; becca.snyder@bjfelix.com
For the Project:	City of Santa Fe Main Library 145 Washington Avenue Santa Fe, NM 87501

PROJECT SUMMARY

The City of Santa Fe (City) is requesting a conditions assessment report for the interior (an Exterior Conditions Assessment completed in June 2024), measured drawings of the interior and exterior of the building, programming and space planning services to update visitor flow and usage, and working documents in preparation for brick-and-mortar work of the historic Main Library building located at 145 Washington Ave in downtown Santa Fe. Originally designed by John Gaw Meem in 1936 as the Municipal Building, the building is an excellent example of the work of one of Santa Fe's best-known architects. Located in the Santa Fe Historic District (National Historic Boundary) and the Downtown and Eastside Historic District (City of Santa Fe), it is a 'contributing building' within the City. Built in the Territorial Revival Style, it originally housed city hall, police department and jail, and a single-story fire station. It was converted to the Main Library in 1986. Though the last known major renovation occurred in approximately 2002, the historic integrity of the main façades is still largely evident. The work proposed will help improve the building envelope, make the building more energy efficient, and aid in making the building more resilient to changing climate conditions – in an effort to increase the longevity for this important historic structure. It will also focus on making much needed repairs to the Southwest Reading Room, the historic courtroom in the northeast corner of the building, which has visible water damage.

Upon completion of measured drawings, assessments, and programming, working drawings will be provided. These drawings will have information gathered from the separate exterior assessment, including recommendations on site work, windows and doors, balconies, the building envelope, stucco and brick parapets, as well as work yet to be defined through the interior assessment.

Finally, the City has added consultation work to be completed by an arborist on existing trees as many are more than thirty-five years old and roots are affecting brick walkways.

SCOPE OF SERVICES

1. Measured Drawings – Exterior and Interior documentation of existing conditions to serve as a base plan for planning documents.
    - Floor Plans
    - Exterior Elevations
    - MEP Locations

- Reflected Ceiling Plan
- Roof Plan
- Select Interior Elevations

2. Conditions Assessment – Interior: Provide a Conditions Assessment Report for development of a plan for rehabilitation of the interior of the Main Library. The Report will include:

- Executive Summary
- Conditions: Architectural (Floors, Walls, Ceilings)
Mechanical
Electrical
Plumbing
Safety and Security
- Recommended Work: Priorities
Recommendations
Estimated Cost Ranges
- Appendix: Photographs + Additional Resources

3. Programming + Space Planning – Pre-development phase of research and decision making that brings together a list of building wants and needs.

- Identify stakeholders (Library Staff, Facilities Staff, Friends of the Library, Community, etc.)
- Stakeholder Meetings
- Establish Goals (Organizational, Relationship, Function, Economic, Form + Image, Timing)
- Conceptual Planning Diagrams
- Application/Presentation to H-Board if required.

4. Working Drawings:

A. Schematic Design – Confirm the form, function, and image of the project (Exterior + Interior)

- Determine the elements of historic significance to preserve/restore/protect
- Establish floor plan and reflected ceiling plan based on Programming and Space Planning
- Trace existing electrical system for use in future work
- Begin building systems coordination

B. Design Development – Refine the design concept and requirements.

- Further develop solutions to restore the exterior and rehabilitate the interior for modern library use
- Further develop plans to protect historic spaces/finishes
- Complete selection of equipment, materials, finishes for inclusion in future work
- Provide outline specifications
- Provide Opinion of Probable Construction Cost

C. Construction Documents – Provide drawings, details, and specifications for construction.

- Provide drawings incorporating dimensions, materials, finishes, and details necessary for the project:
  - Site Plan
  - Demolition Plans
  - Floor Plans
  - Roof Plan
  - Building + Wall Sections
  - Reflected Ceiling Plans
  - Interior Elevations + Sections, where appropriate
  - Details
  - Mechanical Plans – including Plumbing + HVAC
  - Electrical Plans – including special systems, power, lighting, security
  - Material and Color Samples
  - Specifications
- Provide updated Opinion of Probable Construction Cost

5. Arborist Consult – Architect will consult with an Arborist to determine the health of the existing trees and recommendations for moving forward. Currently tree roots are heaving the brick walkway in multiple locations creating unsafe walking conditions.

PROJECT TEAM

The work is to be performed by prime consultant, Woven Architecture, LLC or ARCHITECT. Proposed subconsultants, to be hired and coordinated by the Architect, include:

- Tipton Engineering (Dillon Williams): MEP assessment and engineering
- RPA & Associates (Ra' Patterson): Window and door recommendations
- High Desert Structural (Bob Wichmann): Structural assessment and engineering
- Davenport Construction Management (Mitch Davenport): Estimated Cost Ranges
- Arbogast Paint Analysis (David Arbogast): Paint Testing to determine original colors
- Katherine O'Brien: Arborist
- Coates Tree Service: Cottonwood crown thinning

ARCHITECTURAL FEE

The proposed fee including consultants and NMGRT is $230,100. This is equivalent to 10% of a preliminary estimated construction (repair + maintenance) cost of $2.3M. Fees are billed in monthly invoices based on the percentage of work completed in each phase.

Item		Fee	NM GRT	Sub-Total
1	Measured Drawings	$34,662.05	$2,837.95	$37,500
2	Interior Assessment	$46,216.06	$3,783.94	$50,000
3	Programming + Space Planning	$14,789.14	$1,210.86	$16,000
4a	Schematic Design	$24,956.67	$2,043.33	$27,000
4b	Design Development	$41,871.75	$3,428.25	$45,300
4c	Construction Documents	$49,266.32	$4,033.68	$53,300
5	Arborist Consult	$924.32	$75.68	$1,000
		$212,686.31	**$17,413.69**	**$230,100**
	Expenses (Billed as they occur)	$1,109.19	$90.81	$1,200
	TOTAL with Expenses	**$21,795.50**	**$17,504.50**	**$231,300**

SCHEDULE OF WORK

Work can commence immediately upon signing this Proposal or a Contract. Based on the Architect's current workload, the following schedule of work is proposed. Bidding, Permit, Construction Administration, and Project Close-Out will be impacted by Owner and GC requirements/schedule.

Phase	Completion*
1. Measured Drawings	by December 15, 2025
2. Interior Assessment	February 27, 2026
3. Programming + Space Planning	March 27, 2026
4a. Schematic Design	June 26, 2026
4b. Design Development	October 30, 2026
4c. Construction Documents	March 26, 2027
5. Arborist Consult	*As needed*

* *Contingent on signed contract by November 15, 2025 and shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by the Owner or Client, or for delays or other causes beyond the Architect's reasonable control, including but not limited to, review and approval times required by public authorities having jurisdiction over the Project, as well as the time required by the Owner and Client for decision-making. Additionally, work within phases may occur simultaneously.*

TERMS & CONDITIONS

A. DISPUTES/RESOLUTION

Any claims or disputes made during design, construction or post-construction between the Owner and Architect shall be submitted to non-binding mediation. Owner and Architect agree to include a similar mediation agreement with all contractors, sub-contractors, sub-consultants, suppliers, and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

B. INDEMNIFICATION

The Owner shall, to the fullest extent permitted by law, indemnify and hold harmless the Architect, his or her officers, directors, employees, agents and sub-consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Architect.

C. CERTIFICATION

The Architect shall not be required to execute any documents that would result in its certifying, guaranteeing, or warranting the existence of conditions whose existence the Architect cannot ascertain.

D. LIMITATION OF LIABILITY

In recognition of the relative risks, rewards and benefits of the project to both the Owner and the Architect, the risks have been allocated such that the Owner agrees that, to the fullest extent permitted by law, the Architect's total liability to the Owner for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this Agreement from any cause or causes, shall not exceed the Architect's fee. Such causes include, but are not limited to, the Architect's negligence, errors, omissions, strict liability, breach of contract or breach or warranty.

E. TERMINATION OF SERVICES

This Agreement may be terminated by either the Owner or the Architect should the other fail to perform its obligations hereunder. In the event of termination, the Owner shall pay the Architect for all services rendered to the date of termination, all reimbursable expenses and reimbursable termination expenses.

F. OWNERSHIP OF DOCUMENTS

All documents produced by the Architect under this Agreement shall remain the property of the Architect and may not be used by the Owner for any other endeavor without the written consent of the Architect.

G. MARKETING

The Owner agrees to allow the Architect to take and use photographs or other documents, including drawings, for marketing purposes. The Architect will identify the Owner on all information.

H. TERMS

All fees quoted are valid for forty-five days (45) from the date of this Agreement. It is the Architect's policy on all projects to receive a signed Agreement prior to beginning work. This retainer will be applied to the final billing.

Statements for both fees and expenses are sent monthly (on the 5th), and payment is required within thirty (30) days from the date of receipt. Should the payment exceed thirty (30) days, service may be interrupted and result in a schedule adjustment. The Architect has the right to add a delinquency charge of eighteen (18) percent (1.5%) per month for any unpaid balance thirty days overdue. If payment is not received within thirty days of receipt of invoice, the Architect reserves the right to withhold plans and documents from the review process and the right to suspend or terminate services. If any portion or all of an account remains unpaid ninety days after billing, the Owner shall pay all costs of collection, including reasonable attorney's fees.

I. ACCEPTANCE AND APPROVAL

By signing this Proposal, the Owner and the Architect agree with the Scope of Services to be provided and agree that this Proposal shall function as the Agreement for Services.

_____	_____
Becca Snyder, Vice President	
Woven Architecture, LLC	City of Santa Fe

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Cooperative Educational Services
CES

Contract Award Letter

October 5, 2022

Barbara J. Felix Architecture + Design, LLC
511 Agua Fria St
Santa Fe, NM 87501

Re: Contract Award for:

2023-01-C1127-ALL Design Professional Services, Category 1 - Lot 1, Architectural Design and Consulting Services

Dear Procurement Partner,

Cooperative Educational Services (CES) thanks you for responding to our 2023-01 solicitation. The responses have been reviewed and it is our pleasure to inform you that your company has been selected to provide the products and services indicated in your response.

The Contract, in conjunction with the Contract and RFP documents, constitute the Agreement between the parties. Please retain all documents for your records. This Indefinite Delivery and Indefinite Quantity contract, as defined in NMSA 13-1-63; is for four (4) years beginning October 6, 2022, and expiring October 5, 2026, pursuant to 13-1-150 NMSA.

It is the vendor's responsibility to keep pricing up to date throughout the life of the contract.

Sincerely yours,

Cooperative Educational Services

David Chavez
Executive Director, Chief Procurement Officer
Office: 505.344.5470

DocuSign Envelope ID: CEC55E2B-3951-4935-A0AF-AEBD9FE80DB1

ACCEPTANCE OF PROPOSAL
AND CONTRACT AWARD

CES RFP NUMBER: 2023-01

RFP DESCRIPTION: Design Professional Services, Category 1 - Lot 1, Architectural Design and Consulting Services

CES CONTRACT NUMBER: 2023-01-C1127-ALL

CONTRACT

This contract award is being made by Cooperative Educational Services ("CES"), 10601 Research Rd SE, Albuquerque, New Mexico 87123 effective this October 6, 2022, to Barbara J. Felix Architecture + Design, LLC, with its principal office located at 511 Agua Fria St, Santa Fe, NM 87501 pursuant to the above referenced CES conducted Request for Proposal ("RFP"), or Request for Bids ("RFB") procurement, and Contract Holder accepts the award and enters into this contract pursuant to the following terms and conditions.

RECITALS

Cooperative Educational Services (CES) is a cooperative procurement agency created by a Joint Powers Agreement as authorized by Section 11-1-1, et. seq., N.M.S.A., 1978, and Section 13-1-135 and procures tangible personal property, services and construction services ("Products, Services and/or Construction Services") pursuant to the New Mexico Procurement Code for the benefit of its Members and Participating Entities. The Members consist of public educational institutions in New Mexico that are signatories to a Joint Powers Agreement establishing CES as their procurement agency. The Participating Entities are governmental and 501(C) (3) organizations that have entered into Participating Entity Agreements with CES which allow them to take advantage of the procurement efforts of CES.

The undersigned (Contract Holder) has successfully responded to a RFP or RFB published by CES in accordance with the Procurement Code, (13-1-103, 111, 112), and Contract Holder is being awarded this RFP or RFB contract by CES which allows Contract Holder to offer Products, Services and Construction Services in accordance with the terms and conditions set forth herein and in the RFP or RFB documents and this contract award.

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CONTRACT TERMS

1. The contract term shall be for Four (4) years from the effective contract award date October 6, 2022 through October 5, 2026. CES reserves the right to renew the Contract through a written amendment signed by all required signatories, but in any case, the Contract shall not exceed the total number of years allowed pursuant to NMSA 1978 13-1-150. CES reserves the right to offer month-to-month extensions if it is determined by CES to be in the best interest of CES Members/Participating Entities.

2. Contract Holder agrees and acknowledges that the contract terms and provisions are those contained in the above referenced RFP or RFB and agrees to furnish all Products, Services and/or Construction Services in compliance with all terms, conditions, specifications of and amendments to this RFP, IFB or RFB. Contract Holder understands that his obligations under this RFP or RFB contract extend to CES Members and Participating Entities who are third party beneficiaries of this RFP or RFB procurement process. The Members/Participating Entities may negotiate with Contract Holder certain additional terms and conditions relating to the scope of services and other performance details. However, the terms and conditions of the RFP or RFB may not be altered or amended except with the approval of CES and in accordance with the State Procurement Code.

3. Contract Holder acknowledges and agrees that CES' purpose and function is to act as a cooperative procurement agent on behalf of its Members and Participating Entities so that they may take advantage of these procurement efforts. CES does not have any subsequent responsibility relating to the quality and fitness of any Products, or the performance of any Services and Construction Services by Contract Holder. Any purchase orders placed by a CES Member or Participating Entity with Contract Holder directly or through CES and any resulting contract between the Contract Holder and a CES Member or Participating Entity do not create any additional obligations on the part of CES.

4. For transactions which involve CES transmitting purchase orders from a CES Member/Participating Entity to Contract Holder, CES volunteers to act as a payment facilitator to make payments to Contract Holder with funds transferred to CES by the CES Member/Participating Entity in accordance with CES Member/Participating Entity's written instructions and to provide an accounting of all monies paid or received by CES pursuant to this Agreement. CES also volunteers to provide informal mediation services between Contract Holder and CES Member/Participating Entity in the event any dispute arises between them.

5. Contract Holder understand and agree that upon CES' receipt of funds from CES Member/Participating Entity, CES has no right or authority to thereafter apply those funds to any purpose other than as instructed by CES Member/Participating Entity. CES shall incur no liability to Contract Holder except for liability arising from CES' own gross negligence or willful misconduct to the extent allowed by New Mexico law. Through this procurement process, Contract Holder is

6. authorized to provide the described Products, Services or Construction Services. CES has no obligation or right to involve itself with the manner or method by which Contract Holder provides these Products, Services or Construction Services.

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7. To the extent allowed by New Mexico law, Contract Holder agrees to hold CES harmless from all costs, expenses, attorney fees and judgments based upon claims between a CES Member/Participating Entity and Contract Holder in connection with the specified Products, Services or Construction Services provided by Contract Holder

8. Contract Holder agrees that it will not assert any claim against CES in the event that a dispute arises regarding the alleged failure of Contract Holder or CES Member/Participating Entity to perform as provided for in the RFP or RFB documents, any purchase order or other contract between Contract Holder and a CES Member/Participating Entity. This does not include claims against CES based upon the alleged gross negligence or intentional acts of CES.

9. Any liability incurred in connection with this Agreement shall be subject to the immunities and limitations of the New Mexico Tort Claims Act, §§ 41-4-1 et seq, NMSA 1978, as amended.

9. The Recitals are incorporated herein as contract terms.

Agreed effective the above date:

Cooperative Educational Services	Barbara J. Felix Architecture + Design, LLC
David Chavez Printed Name	Barbara J. Felix Printed Name
By: David Chavez	By: DocuSigned by: Barbara J. Felix B5FACB35BDE041C...
Title: Executive Director	Title: President
Date: 10/6/2022	Date: 10/30/2022

DocuSign Envelope ID: CEC55E2B-3951-4935-A0AF-AEBD9FE80DB1

ATTACHMENT A
TO CONTRACT 2023-01-C1127-ALL
ACCEPTANCE OF PROPOSAL
AND CONTRACT AWARD

GENERAL SCOPE OF WORK AND SPECIFICATIONS
CES RFP 2023-01 Design Professional Services
Category 1 - Lot 1, Architectural Design and Consulting Services

GENERAL

This contract shall comply with the Procurement Code, 13-1-154.1 NMSA 1978 thresholds for On-Call Design Professional Services as follows:

Design fees for a single project shall not exceed Six Hundred Fifty Thousand Dollars ($650,000) and the contract term shall not exceed four (4) years or Seven Million Five Hundred Thousand ($7,500,000) whichever occurs first.

1. ARCHITECTURAL DESIGN BASIC SERVICES

"Architectural services" means the services, as defined by rule of the board, performed in the practice of architecture. These services include predesign services, programming, and planning, providing designs, drawings, specifications, other technical submissions, administration of construction contracts, coordination of technical submissions prepared by others and such other professional services as may be necessary to the planning, progress, and completion of any architectural services. An architect who has complied with all the laws of New Mexico relating to the practice of architecture has a right to engage in the incidental practice of activities properly classifiable as engineering; provided that he architect does not hold himself out to be an engineer or asperforming engineering services and further provided that the architect performs only that part of the work for which the architect is professionally qualified and used professional engineers, architects or others for those portions of the work in which the contracting architect is not qualified. Furthermore, the architect shall assume all responsibility for compliance with all laws, codes, rules and ordinances of the state or its political subdivisions pertaining to documents bearing an architect'sprofessional seal.

Additionally, firm(s) to provide services that may include, but are not limited to:

a. Interior and exterior design services; space planning services; office, instructional, vocationaland specialty areas space design; furniture, fixtures and equipment selection and layout;
b. Structural, mechanical, electrical, and environmental engineering
c. Facility master plan development, review and updating;
d. Program development and implementation;
e. Site, infrastructure, facility, building and building systems assessment and evaluation;
f. Deficiencies investigation, physical and environmental;
g. LEED and building commissioning services;
h. Miscellaneous services associated with and related to the above services.

2. Design Professional Licensure: Offerors will have all the appropriate New Mexico licenses if they intend to perform and provide the services themselves. Copies of current licenses are required. The Offeror agrees to keep and ensure that any required licenses for it and any consultants for a project current and in compliance with New Mexico rules and regulations. It is the Offeror's responsibility to keep CES updated

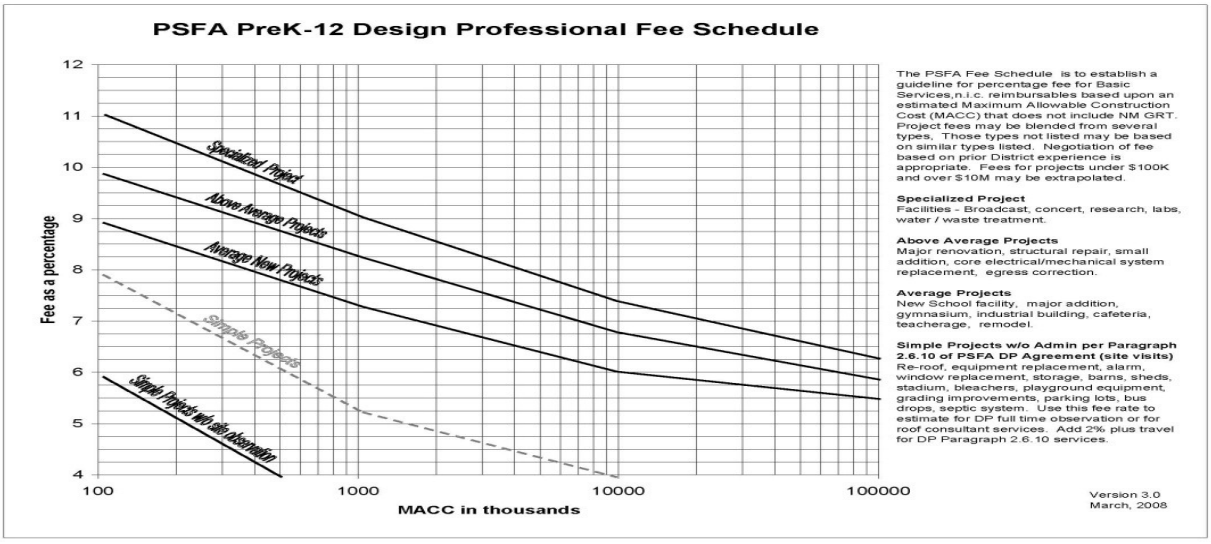
to any changes in licensure, or to provide copies of renewed licenses to keep the procurement file up to date.

3. Fee Schedule For Professional Services:

Per the NM Procurement Code 13-1-124.Architect Rate Schedule, The Offeror shall utilize the State of NM architect rate schedule which shall set the highest permissible rates for each building type group, which shall be defined in the regulations for a project. The rate schedule shall be in effect upon the approval of the state board of finance and shall be in compliance with the State Rules Act and shall apply to all contracts between a CES Member (K-12) and the Offeror. The Offeror is encouraged to review and take into considerationthe State guidelines layout in the New Mexico General Service rule (GSD 85-510), New Mexico Administrative Code 1-5-18.

State of NM & Public School Facilities Authority Architect Rate Schedule

Per the NM Procurement Code 13-1-124.Architect Rate Schedule



4. Project Phases

Each individual project's scope of work performed will be subject to the individual CES Member or Participating Entity engaging, assessing, evaluating, selecting, and negotiating with the Offeror that possesses the qualifications, background, experience, attributes and resources that best fit their project's goals, objectives and outcomes, and to assist them in developing, implementing, executing,conducting and completing the identified project in the most cost effective and timely manner. Theproject phases may include, but is not limited to:

1. Programming phase;
236. Conceptual design and alignment studies;
237. Schematic design phase;
238. Design development phase;
239. Construction documents phase;
240. Procurement and/or bidding phase;
241. Construction phase;
242. Project acceptance and close-out;
243. Project 11-month warranty phase
244. CES Member/Participating Entity retainage of records

5. Design Activities

The tasks and activities to be performed may relate to and include, but are not limited to new infrastructure, facility and building construction.

a. Educational (administrative, classroom, science, vocational, food service, athletic,playground, maintenance, transportation, etc.) facilities;
b. Utility plant and infrastructure (electricity, gas, water, sewer, communications, etc.) generation, distribution, storage, and related facilities;
c. Historical facility preservation and restoration;
d. Drainage, storm water and flood control systems;
e. Medical and healthcare facilities;
f. Public landscape, parks, and recreational facilities;
g. Transportation, (transit, street, parking lots, pedestrian walkways, bikeways, trails,walkways, etc.) infrastructure and facilities;
h. Urban Design (Architectural, Planning and Engineering Services);
i. Design and project management services of new additions to a public safety/law enforcement facility;
j. Renovation, remodeling, repair, replacement and upgrading of existing infrastructure, facility, building and building systems;
k. Educational (administrative, classroom, science, vocational, food service, athletic,playground, maintenance, transportation, etc.) facilities;
l. Reconfiguring and modifying existing spaces to meet current program needs and requirements,
m. Updating and replacing of the building's envelope (roof, exterior walls), interior walls andfixtures, doors, windows, etc;
n. Renovating, upgrading, and replacing existing electrical (generating, distribution, lighting, communications, etc.) systems;
o. Renovating, upgrading and the replacing of existing mechanical (HVAC, plumbing, etc.) systems;
p. Renovating, upgrading, and replacing existing specialty systems, fire, security, intercom,and communications (voice, data, fiber, Ethernet, cable TV, etc.);
q. Renovating, remodeling, and upgrading existing infrastructures, facilities, buildings, tocomply with ADA, health and safety standards, codes, and regulations;
r. Renovation and restoration of existing historical facilities to preserve the physical andhistorical integrity of the original facility (fabrics, colors, and styles shall be consistent with the building's history, design, and architecture);
s. Utility plant and infrastructure;
t. Renovating, updating, and replacing existing utility infrastructure and facilities (electric,gas, water, sewer, communications, etc.);
u. Respond to, manage, and address emergency repair and recovery events involving theseutility assets
v. Drainage, storm water and flood control systems;
    1) Renovating, updating, and replacing existing systems to meet current and future needs;
    2) Respond to, manage, and address emergency repair and recovery events involving these systems;
w. Medical and healthcare facilities renovate, remodel, and reconfigure the facility for a changing in its function and operations, including renovating, updating, and replacing existing medical and healthcare furniture, fixtures, equipment and delivery systems.

6. Hourly Rate Schedule and Reimbursable Fees shall be submitted after Final Award Notice for the

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Contract File: The Offeror will furnish its proposed hourly rate schedule and Reimbursable Fees schedule that will become part of the Offeror's procurement file. The Hourly Rate Schedule must clearly state and identify any/all services and related services proposed in response to this solicitation with their associated costs, whether provided by the Offeror. The Offerorwill maintain, keep current and provide copies of the approved hourly rate schedule to CES Agencies for audit purposes when preparing quotes. The Hourly Rate Schedule may be modified at contract renewal.

7. Quote/Proposal for the Work for CES Member/Participating Entity: When preparing a quote/proposal under a CES-awarded contract, the Offeror must clearly identify and break out services, deliverables, materials, and reimbursable expenses into individual line items as they appear on the Offeror's awarded price schedule or pricing methodology. Stated prices must include the CES one percent (1.25%) administrative fee.

End of Category 1 / Lot 1 Scope of Work

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ATTACHMENT B
ACCEPTANCE OF PROPOSAL AND OFFER
AND CONTRACT AWARD
Design Professional Services
Category 1 - Lot 1, Architectural Design and Consulting Services

PRICING

All pricing including updates/changes must be uploaded through the vendor portal in the eProcurement System for review and approval by CES.

A. **Price List/Pricing:** The Offeror will upload through the vendor portal electronic copies of or provide electronic access to the approved current price list(s) for products and services offered under this solicitation (RFP) upon execution of this contract. The Offeror must keep current all pricing for any contract issued as a result of this solicitation. Should the Offeror fail to update pricing with CES, the Offeror shall honor their pricing on file with CES at the time of their quote submittal to the CES Member/Participating Entity. Discounts off the current price list are permitted and must remain firm throughout the life of the contract. Discount off list price must be clearly noted in the price quote to the member. All pricing must include the CES 1.25% administration fee.

B. **New Technology and Products:** New products or related services announced by manufacturer and/or Contractor may be added to this existing contract. Pricing shall be equivalent to the percentage discount of other product(s); is substantially superior to the original product(s) offered; is discounted in a similar or to a greater degree; and if the product(s) meet the requirements of the original RFP. No products may be added to avoid competitive procurement procedures. CES is responsible for approving any product, service or technology for this contract. CES can reject any approved additions, any new product, service or technology for this contract, without cause.

C. **Price Quote/Proposal:** When preparing a quote/proposal under a CES awarded contract, the Offeror must clearly identify and break out quantities, descriptions, supplies, materials, equipment and services into individual line items as they appear on the Offeror's awarded price schedule or pricing methodology. At a minimum all quotes or proposals shall include the following: description, "hourly labor rate or the list/catalog unit price", "the per cent discount offered" and the final "CES price". All stated prices must include the CES one point two five percent (1.25%) administrative fee. Shipping/Freight costs and the New Mexico Gross Receipts Tax as applicable must be stated in separate lines.

D. **Price Reduction, Promotional and Special Pricing:** A price reduction can be offered at any time and will become effective upon approval by CES. CES reserves the right to approve or disapprove such requests.

E. **Price Increases:** Anytime during the life of the contract, pricing can be updated (increased/decreased) with proper justification letter from the manufacturer or distributor thereof and will become effective upon approval by CES. CES reserves the right to approve or disapprove such requests.

F. **Price Surcharges:** Depending on current market conditions, surcharges may apply as approved by CES.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/19/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Professional Liability Insurers, Inc.
Higginbotham Insurance Agency, Inc.
6101 Moon Street NE Ste 1000
Albuquerque NM 87111

License#: 2081754

CONTACT NAME: Eloise Hughes
PHONE (A/C, No, Ext): 505-822-8114 **FAX (A/C, No):** 505-822-0341
E-MAIL ADDRESS: ehughes@higginbotham.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : AXA Insurance Company	33022
INSURER B : The Travelers Indemnity Company	25658
INSURER C : The Travelers Indemnity Co of America	25666
INSURER D : Travelers Casualty Company Of Connecticut	36170
INSURER E :	
INSURER F :	

INSURED
Woven Architecture LLC
1114 Hickox St., Suite A
Santa Fe NM 87505

WOVENAR-01

COVERAGES **CERTIFICATE NUMBER:** 399366821 **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	
B	X COMMERCIAL GENERAL LIABILITY	Y		6802J19855A	6/19/2025	6/19/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
C	AUTOMOBILE LIABILITY			BA8R567201	6/19/2025	6/19/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		UB5K033508	5/13/2025	5/13/2026	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
A	Professional Liability			DPS9994161	6/19/2022	6/19/2025	Each Claim Aggregate	1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: City of Santa Fe Convention Center Terrace Renovation, 201 W Marcy St, Santa Fe, 87501. Certificate holder is additional insured with respect to General Liability as required by written contract.

CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Ave
Santa Fe NM 87501

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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From: DUTTON-LEYDA, TRAVIS K.
To: KAHAHANE, ELIZABETH L.; Purchasing DET
Subject: RE: Determination Request – Main Library Preservation Design
Date: Wednesday, October 30, 2024 2:51:36 PM
Attachments: image003.png

Greetings,

The scope of work as written would be Professional Services. This determination relates only to that question and is no comment on whether the scope of work or procurement method meet all legal standards. I reserve the right to change this determination if the scope of work differs from the scope of work submitted for the original determination. This procurement must be conducted using the processes and procedures set forth by the City of Santa Fe, Central Purchasing, the Procurement Manual, and state statutes.

Please note:

- Save this email as a PDF and upload it into the corresponding Munis records.
- Check with WorkQuest dba Horizons of New Mexico (mloehman@horizonsofnewmexico.org) if this service appears on their approved list.
- If your request includes anything that needs to be reviewed and preapproved by another City Department/Division, please send the same SOW to the corresponding email address and include their response in your packet/Munis.
  -IT components (anything IT) - ereview@santafenm.gov
  -Vehicles – dmjaramillo@santafenm.gov
  -Grants - mtbonifer@santafenm.gov; cmthompson@santafenm.gov; evlujan@santafenm.gov

  - Construction, Facilities, Furniture, Fixtures, Equipment, etc. - jsburnett@santafenm.gov_
  -Emergency Related Purchases - bgwilliams@santafenm.gov
  -Asset over $5k - lmstorey@santafenm.gov
- Ensure that the appropriate templates and forms are used https://intranet.santafenm.gov/finance_1 and documented procedures/laws/rules are followed. _
- > $20k per year, when processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails.
- If you are processing a procurement where the forecasted amount is =/> $60k, per NMSA 1978, Section 13-1-102, if you aren't using a cooperative or existing contract, you must process an RFP.
- < $20k per year, one quote is acceptable.
- From $20k to $60k per year, if you aren't using a cooperative or existing contract, you'll need to provide 3 quotes in your req. Must use the Munis Bid Module after 12/21/2023.
  Figure out your funding source and **inform Purchasing**. To ensure that the proper

documents and language are used, it is important to identify the funding source for the subsequent contract. For instance, if federal funds are involved, the procurement request and subsequent contract must include the necessary federal language. Therefore, it is crucial to determine the funding source beforehand.

- Review the pages linked below to determine whether any of the existing price agreements/contracts or cooperative agreements are applicable to this request. You might be able to use an existing price agreement/contract to save time and money.
    - https://www.generalservices.state.nm.us/state-purchasing/statewide-price-agreements/ (if you choose to use a Statewide, you do not need to ask Horizons if they can do the work. State Purchasing must offer the SOW to Horizons prior to placing the award on their website.)
    - https://naspovaluepoint.org/categories/
    - https://www.omniapartners.com/publicsector/contracts
    - https://www.buyboard.com/home.aspx
    - https://www.h-gac.com/Home
    - https://www.gsaelibrary.gsa.gov/
    - https://www.sourcewell-mn.gov/contract-search

- Submit or send your request to the appropriate MS Teams channel or email address:
    - RFPs requests to https://teams.microsoft.com/l/channel/19%3ad63b9c8b586d424fa5eed34177146ac5%40thread.tacv2/RFP%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f
    - ITBs requests to https://teams.microsoft.com/l/channel/19%3a48e1e4588c0440a09cfbd9b907ed42d4%40thread.tacv2/ITB%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f
    - Determination requests to purchasing_det@santafenm.gov
    - And all other requests to purchasing@santafenm.gov

Thank you for submitting this scope of work for my review.

Regards,

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501
505-629-8351
tkduttonleyda@santafenm.gov

https://santafenm.gov/finance-2/purchasing-1

Internal Link: https://intranet.santafenm.gov/finance_1

CITY OF SANTA FE
FINANCE

More Procurement, less drama ~ John Blair

From: KAHAHANE, ELIZABETH L. <elkahahane@santafenm.gov>
Sent: Wednesday, October 30, 2024 12:34 PM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Subject: Determination Request – Main Library Preservation Design

Good morning,

Facilities Division is requesting a SOW determination for the following:

> Provide design services at the Santa Fe Main Library to include an interior conditions assessment and rehabilitation plan, measured drawings, programming and space planning, working drawings, design development, construction documents and opinion of probable cost estimates as described in the City's Cultural Properties Restoration Fund Grant application.

Please let me know if additional information is required.
Thank you!

Best,
Elizabeth "Lisa" Kahahane
Contracts Administrator | Facilities Division | Public Works Dept.
Email: elkahahane@santafenm.gov
M: (505) 795-2439
O: (505) 955-5934

CITY OF SANTA FE
FACILITIES

Services Offered to the City of Santa Fe (FY26)

Approved:
These services have been approved by the New Mexico Council for Purchasing from Persons with Disabilities and are available through Horizons of New Mexico.

- ADA Accessibility Consulting Services
- Auctioneering Services
- Bulk Mailing and Sorting
- Call Center Services
- Computer Refurbishing
- Courier Services
- Decontamination, Sanitation and Sterilization Services
- Debris Removal
- Document Imaging
- Document Shredding
- Envelope Stuffing
- General Labor
- Hard Drive Destruction
- Janitorial and Housekeeping Services – Including Carpet Cleaning & Floor Care
- Landscape Irrigation
- Landscaping
- Mailing Services
- Management of an Assistive Technology Reuse and Recycling Program
- Medical Waste Disposal
- Meeting Minute Preparation Services
- Pest Control and Extermination Services
- Printing Services
- Rest Area Maintenance
- Screen Printing
- Snow Removal
- Temporary Staffing Services
- Yard, Grounds, and Lawn Maintenance

Permissive:
The services have been approved by the New Mexico Council for Purchasing from Persons with Disabilities as permissible for sale under the State Use Act through Horizons of New Mexico. While the Council recognizes that certain Horizons of New Mexico members are capable of performing the services listed below, said services are considered permissive and excluded from the mandatory aspect of the State Use Program. Any procurement of the below services through Horizons of New Mexico is at the discretion of the purchasing agent and will be considered by the Council on a case-by-case basis.

- Graphic Design
- Graphic Design - Logo Design
- IT – Enterprise Application
- IT – IV & V
- IT Network and Database Management
- IT Support
- IT Security Services
- IT – Web Design
- IT – Web Programmer
- Marketing
- Social Media Marketing

For the complete State Use service list, please go to: http://horizonsofnewmexico.org/services.html

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STATE OF NEW MEXICO
DEPARTMENT OF FINANCE and ADMINISTRATION (DFA)
JOINT POWERS AGREEMENT (JPA) BRIEF

DFA Office of the Secretary
Bataan Memorial Bldg., Suite 180
Santa Fe, New Mexico 87501
(505) 827-4985

Agencies must complete and transmit this form along with all backup documentation to the DF A.

PRIMARY PARTY: Department of Cultural Affairs
SECONDARY PARTY: City of Santa Fe
OTHER PARTY:
CONTACT NAME: Karla McWilliams **PHONE:** 505-470-1198
CONTACT ADDRESS: 407 Galisteo Street, Suite 236 Santa Fe, NM 87501

DOCUMENTS ENCLOSED:		**AMOUNT:**	
X	JPA	Federal Funds	$
	JPA Amendment	General Fund	$
	Purchase Document	Other State Funds	$ 231,300.00
	Written Justification	Local Gov. Funds	$
	Other	TOTAL	$ 231,300.00

Purpose: Grant to assure preservation of property
Term: 2 YEARS From: April, 2025 To: April, 2027

FOR AN AMENDMENT, LIST THE ORIGINAL JPA EXPIRATION DATE:

Statutory Requirements- ***Agencies must check each blank CERTIFYING to DFA that the JPA:***

✓	jointly exercises a power common to the parties (*Transferring funds from one agency to another does not constitute the joint exercise of power.);*
✓	clearly specifies its purpose;
✓	establishes the method by which its purpose will be accomplished;
✓	establishes the manner in which the joint power will exercised;
✓	provides for strict accountability of all receipts and disbursement;
✓	addresses disposition, division, distribution and ownership of any property acquired as the result of the joint exercise of power; and
✓	specifies that any surplus money shall be returned in proportion to the contributions made.

Other Requirements – ***Agencies must enter Y (Yes), N (No), or N/A (Not Applicable) to each of the following:***

N/A	Is one original and at least two copies of the JPA or amendment attached? (*DFA will forward copies to the contact.)*
N/A	Does the JPA or amendment have original signatures executed by authorized officers, employees or other representatives empowered to bind their respective entities?
Yes	Are all exhibits referred to in the JPA attached?
Yes	Does the JPA provide for the expenditure or transfer of public funds by a state agency? (*All public money must be budgeted.)*
No	Does the JPA provide for the transfer of local, state or federal funds to a state agency? If the answer is yes, cite or attach the legislative authority permitting the receiving state agency to increase its budget from such a transfer.
N/A	If the JPA or amendment start date is prior to the date submitted to DFA or, if the original JPA has expired, is a justification letter requesting retroactive approval attached? (*A detailed, letter explaining the circumstances must be signed by the agency head of one of the parties.)*
Yes	Has the JPA or amendment been reviewed by legal counsel? If yes, state Who Max DeAzevedo

Agency Head Signature DocuSigned by: 85394F22BAFF4AB... **Title** Cabinet Secretary

Docusign Envelope ID: 1284F63A-D6F5-4AAF-B9DE-FF1DD41E336C

Contract Number: 25 505 7000 50257
Vendor Number: 000054360
Project Number:
Control Number:

JOINT POWERS AGREEMENT
BETWEEN THE
DEPARTMENT OF CULTURAL AFFAIRS
HISTORIC PRESERVATION DIVISION
AND THE
CITY OF SANTA FE

THIS AGREEMENT is made and entered into on _____ pursuant to the Joint Powers Act, Section 11-01-01 et seq., NMSA 1978, and is between the Department of Cultural Affairs, Historic Preservation Division, hereinafter referred to as "HPD," and the City of Santa Fe, hereinafter referred to as the "AGENCY."

WHEREAS, HPD is a public agency as defined in Section 11-1-2 NMSA 1978 and the AGENCY is a political subdivision of the State of New Mexico as defined in 11-6-3(E) NMSA 1978; and

WHEREAS, on May 18, 2023, Governor Michelle Lujan Grisham signed Senate Bill 9, the "Land of Enchantment Legacy Fund" which established dedicated recurring funding for conservation and preservation efforts. The legislation was a bipartisan effort sponsored by Senators Peter Wirth and Steven Neville, and Representative Nathan Small in the 2023 Legislative Session and supports state agencies requiring matching funds for federal conservation grants as well as historic preservation projects; and

WHEREAS, the Department of Cultural Affairs (hereinafter "DCA") is one of eight State Departments receiving funding from the Legacy Fund; and

WHEREAS, funding is administered through the Department of Cultural Affairs, Historic Preservation Division ("HPD"), via the Cultural Properties Protection Act 18-6A-1 – 18-6-6 NMSA 1978; and the Cultural Properties Restoration Fund, (hereinafter "CPRF"), NMAC 4.10.13; and

WHEREAS, one million in funding will be distributed to the CPRF in 2024; and

WHEREAS, when the DCA awards a grant for restoration, interpretation, preservation, stabilization or protection of a cultural property, the grant shall be administered under the terms of a joint powers agreement (JPA), which will specify the nature of the work to be done, payment schedule, reporting requirements, long-term preservation and protection measures, and other requirements of the grant, NMAC 4.10.13.11; and

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WHEREAS, the State Historic Preservation Officer and the Cultural Properties Review Committee (hereinafter "CPRC") are authorized to review and select grant applications to the
CPRF; and

WHEREAS, the HPD and the AGENCY desire to enter into a Joint Powers agreement to exercise their common power to administer grant funds to political subdivisions of the State of New Mexico and state agencies/departments to complete a historic preservation project as outlined in this Agreement; and

NOW THEREFORE, the parties agree as follows:

1. **Purpose**. HPD and the AGENCY shall enter into a Joint Powers Agreement (hereinafter "Agreement") to expend grant funds to complete a historic preservation project (hereinafter "Project") per the AGENCY'S application for CPRF funding.

2. **Scope of Work**. The Project's Scope of Work (hereinafter "SOW") shall include the following stipulations.

   (A) HPD Shall:
   1) Administer the Project in partnership with the AGENCY.

   2) Establish this Agreement and work with AGENCY to develop a Scope of Work outlined in this Agreement.

   3) Periodically review AGENCY progress on the PROJECT.

   4) Ensure that AGENCY is paid for the Project before starting and that the project was completed per this Agreement.

   (B) The AGENCY shall:
   Complete rehabilitation projects at the City of Santa Fe Main Library. The Main Library is a contributing resource within the Santa Fe Historic District, listed in the State Register of Cultural Properties on September 29, 1972, and in the National Register of Historic Places on July 23, 1973.

   1) The project shall consist of the following:

      a. Interior Conditions Assessment & Rehabilitation Plan.
      Complete an assessment of the library's interior conditions and develop a plan for rehabilitation of the library interior.

      The conditions report/plan shall:
      1. Address architectural, mechanical, electrical, plumbing and safety

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and security.
2. Develop priorities and recommendations and evaluate estimated costs.
3. Include photographs and additional resources.

b. Measured Drawings. Measured drawings will be completed to document existing conditions and serve as a base plan for planning documents. Measured drawings shall include floor plans, exterior elevations, MEP locations, reflected ceiling plan, roof plan, and select interior elevations.

c. Programming and Space Planning. Rehabilitation plans shall include programming and space planning as a pre-development phase of research and decision-making.

Plans shall include:
1. Identifying stakeholders.
2. Holding stakeholder meetings.
3. Establishing goals.
4. Conceptual planning.

d. Working Drawings. Working drawings shall be completed for schematic design and design development.

Schematic design shall:
1. Confirm the form, function and image of the project for the building's exterior and interior.
2. Determine elements of historic significance to preserve/restore/ protect.
3. Establish floor plan and reflected ceiling plan based on Programming and Space Planning results.
4. Trace existing electrical system for use in future work.
5. Begin building systems coordination.

Design Development
Design development drawings shall:
1. Further develop solutions to restore the exterior and rehabilitate the interior for modern library use.
2. Further develop plans to protect historic spaces/finishes.
3. Complete selection of equipment, materials, finishes for inclusion in future work.

Construction Documents
Construction documents shall include drawings, details, and

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specifications for construction, and:

1. Provide drawings incorporating dimensions, materials, finishes, and details necessary for the project for the following:
   i. Site plan; demolition plans; floor plans; roof plan; building + wall sections; reflected ceiling plans; interior elevations + sections; details; mechanical plans; including plumbing & HVAC; electrical plans, including special systems, power, lighting, security, material and color samples; specifications.

Opinion of Probable Construction Cost (OPCC)

1. Architect will work with AGENCY and General Contractor to develop an OPCC based on industry standards and knowledge of general construction trends in Northern New Mexico.

e. Arborist Consultation/Tree Work.
Architect will consult with an arborist to determine the health of the existing trees and make recommendations for moving forward. Currently, tree roots are heaving the brick walkway in multiple locations creating unsafe walking conditions.

2) All work completed shall comply with The Secretary of the Interior's Standards for the Treatment of Historic Properties. The SOI Standards may be found online, here: https://www.nps.gov/articles/000/treatment-standards-rehabilitation.htm

3) The Agency will complete and submit progress reports to the Department of Cultural Affairs on a quarterly basis detailing the work completed during the specified period. These reports will be submitted on January 1, April 1, July 1 and October 1 throughout the life of the grant.

(C) HPD Shall:

1) Review AGENCY's completion of the SOW and determine if work meets the SOW outlined herein.

2) Confirm with AGENCY that work has been completed per the Agreement.

3) Seek partial or full repayment from AGENCY if work has not been completed per this Agreement.

3. **Unexpended Funds**. Any unexpended or unencumbered amounts in the FY2025 CPRF shall revert to HPD.

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4. **Administering Agency**. DCA is designated as the administering agency of this agreement via HPD.

5. **Disbursements**. All disbursements for permissible and approved costs incurred under this Agreement shall be made by HPD and shall provide for strict accountability of all receipts and disbursements. Disbursements will be made on a lump sum basis, and an accurate accounting of expenditures and records will be required by the AGENCY.

6. **Funding.** DCA shall pay a sum not to exceed two hundred thirty-one thousand three hundred dollars and no cents ($231,000) in accordance with a payment schedule provided by state regulations. Payments to the AGENCY will be made in full payment for services, unless otherwise agreed to in writing by the parties. The amount includes gross receipts taxes. Such amount shall come from DCA 19300 fund and through DCA's CODE S7007.

7. **Term**. This Agreement shall not become effective until approved by the Department of Finance and Administration and a State of New Mexico Purchase Order (hereafter "PO") issued.

   The term of this Agreement is from the date of the issuance of the PO until April 2027 the term for this Agreement shall not exceed two years.

8. **Termination of Default**. If AGENCY fails to perform in the manner called for in this Agreement, DCA and/or HPD may terminate this Agreement for default.

9. **Assignment**. The AGENCY shall not assign interest in this Agreement or assign any other provision of this Agreement without written approval of HPD.

10. **Subcontracts**. AGENCY shall not assign any portion of its scope of work described under this Agreement or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of HPD.

    In the event HPD, with a request by the AGENCY to subcontract, such subcontract shall conform to applicable requirements of the Procurement Code and the AGENCY shall be responsible for any and all payments to the subcontractor.

    AGENCY shall not assign any portion of the funding it receives or subcontract to private parties for Projects on privately owned properties.

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11. **Records and Audits.** HPD shall permit the authorized representatives of DCA, Department of Finance and Administration, or the State Auditor to inspect and audit all data and records of DCA relating to its performance under this Agreement until the expiration of three (3) years after final payment under this Agreement.

    The period of access and examination described above, for records which relate to (1) litigation of the settlement of claims arising out of the performance of this Agreement, or (2) costs and expenses of this Agreement as to which exception has been taken by the Comptroller General or any of his duly authorized representatives, shall continue until such appeals, litigation, claims, or exceptions have been eliminated.

12. **Appropriations**. The terms of this Agreement are contingent upon sufficient appropriations and authorizations made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the New Mexico State Legislature or in the case of federal funds by the Congress of the United States, this Agreement shall terminate upon written notice by DCA to HPD. The decision as to whether sufficient appropriations are available shall be accepted by HPD and shall be final.

13. **Release.** The AGENCY, upon final payment of amounts due under this Agreement, releases HPD, its officer and employees and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

14. **Confidentiality.** Both parties agree to comply with the confidentiality provisions of Section 304 of the National Historic Preservation Act, as amended, and Section 18-6-11.1 NMSA 1978 of the Cultural Properties Act in performing this Agreement.

15. **Product of Services; Copyright.** All materials developed or acquired by the AGENCY in performing its work under this Agreement which rightfully belongs to the AGENCY shall remain the property of the State of New Mexico and be delivered to HPD no later than the termination date of this Agreement. Nothing produced in whole or in part by the AGENCY using materials or information submitted by or obtained from the AGENCY in performing work under this Agreement shall be the subject of an application for copyright by or on behalf of HPD without the prior approval in writing from HPD. However, it is understood that HPD has previously secured the copyright to some of the materials that will be utilized by the AGENCY in performing the scope of work under this Agreement.

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16. **Amendment.** This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto. The parties may mutually agree to extend the term of this Agreement for limited periods of time not to exceed the maximum two-year grant period.

17. **Scope of Agreement.** This Agreement incorporates all the agreements, preservation agreements and understandings between HPD and the AGENCY concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement.

    No prior agreement or understanding, verbal or otherwise, of the parties of their agents shall be valid or enforceable unless embodied in this Agreement.

18. **Applicable Law.** This Agreement shall be governed by the laws of the State of New Mexico.

19. **Equal Opportunity Compliance.** The AGENCY agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the AGENCY agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits, or be otherwise subjected to discrimination under, any program or activity performed under this Agreement. If the AGENCY is found to not be in compliance with these requirements during the term of the Agreement, the AGENCY agrees to take appropriate steps to correct these deficiencies.

20. **Civil Rights Laws and Regulations Compliance.** DCA HPD shall comply with all federal, state, and local laws and ordinances applicable to the work called for herein. The AGENCY and HPD further agree to operate under and be controlled by Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination Employment Act, the Americans with Disabilities Act of 1990, the Environmental Justice Act of 1994, the Civil Rights Restoration Act of 1987, the New Mexico Human Rights Act, the Executive Order No. 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the Department of Labor regulations (43 CFR 60). Accordingly, 49 CFR 21 is

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applicable to this Agreement and incorporated herein by reference.

21. **New Mexico Tort Claims Act.** Neither party shall be responsible for liability incurred as a result of the other party's act or omissions in connection with this Agreement. Any liability incurred 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., as amended thereto. This paragraph is intended only to define the liabilities as governed by common law or the New Mexico Tort Claims Act. HPD and its "public employees" as defined in the New Mexico Tort Claims Act and the AGENCY and it's "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and/or do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies and/or waives any provision of the New Mexico Tort Claims Act.

22. **Preservation Agreement**. Both parties of this Agreement shall complete a Preservation Agreement, attached as Appendix A, which stipulates the preservation and protection of the cultural property for ten years (10 years).

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IN WITNESS WHEREOF, the parties have executed this Agreement.

Signed by:
Michelle Ensey
A73A04D18512488...

MICHELLE ENSEY

STATE HISTORIC PRESERVATION OFFICER
(INTERIM)

6/5/2025

DATE

DocuSigned by:
85394F22BAFF4AB...

DEBRA GARCIA Y GRIEGO

SECRETARY
DEPARTMENT OF CULTURAL AFFAIRS

6/5/2025

DATE

Signed by:
Spencer Schwartz
8EDDDF071933493...

Spencer Schwartz
Project Administrator
City of Santa Fe

6/5/2025

DATE

Approved as to form and legal sufficiency on this 5 day of June, 2025,
by the Department of Cultural Affairs, General Counsel.

By: DocuSigned by:
Max Delgado
C37EA02A2BDD428...
General Counsel

Approved as to form and legal sufficiency on this _____ day of _____, 2025,
by the Office of the Attorney General.

By: _____
Assistant Attorney General

This Agreement has been approved by:
DEPARTMENT OF FINANCE AND
ADMINISTRATION

By: DocuSigned by:
Wayne Propst
6EB4D958A89A432...
Cabinet Secretary

6/3/2025
Date

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PRESERVATION AGREEMENT

This preservation agreement is made this _____day of _____2025 between The CITY OF SANTA FE, as GRANTOR of a preservation agreement (hereafter referred to as the "Grantor"), and the State of New Mexico Historic Preservation Division of the Office of Cultural Affairs/Covenant Holder, as GRANTEE of the preservation agreement (hereafter referred to ask the "Grantee"). This preservation agreement is entered under Section 4.10.10 NMAC and NMSA 1978, Section 18-6-7 (A), 18-6-8, and 18-10-6 (C) (as applied to
this agreement's application to any potential future private ownership) and for the
purpose of rehabilitating the Santa Fe Main Library, a site that is important culturally, historically, architecturally and archeologically.

1. **The Subject Property**. This agreement creates a preservation agreement in real estate legally described as Santa Fe Main Library (Hereafter referred to as the "Property").

2. **Grant of Preservation Agreement**. In consideration of the sum of $231,300.00 received in grant-in- aid financial assistance from the State of New Mexico, Department of Cultural Affairs ("DCA"), the Grantor hereby grants to the Grantee a preservation agreement in the Property for the purpose of assuring preservation of the Property.

3. **Agreement Required for Cultural Properties Restoration Fund Grant**. This preservation agreement is granted as a condition of the eligibility of the Grantor for the financial assistance from DCA.

4. **Conditions of Preservation Agreement**:
   a. *Duration*. This preservation agreement is granted for a period of ten (10) years commencing on the date when it is filed with the County Clerk.

   b. *Documentation of condition of the Property at time of grant of this agreement*. In order to make more certain the full extent of Grantor's obligations and the restrictions on the Property, and in order to document the nature and condition of the Property, including significant interior elements in spatial context, a list of character-defining materials, features and spaces, including archeological features (if known) are incorporated as "Exhibit A" at the end of this agreement. The Grantor has provided to the Grantee
   architectural drawings of the floor plans. To complement "Exhibit A", Grantor personnel have compiled a photographic record, including photographer's affidavit, black and white photographs and negatives, color digital prints, photograph logs, and a keyed location map. The Grantor agrees that the nature and condition of the Property on the date of execution of this agreement is accurately documented by the archaeological drawings and photographic record, which shall be maintained for the life of this agreement in the
   Grantee's preservation agreement file for the Property.

   c. *Restrictions on activities that would affect historically significant components of the Property*. The Grantor agrees that no construction, alteration, or remodeling or any other activity shall be undertaken or permitted to be undertaken on the Property which would affect historically significant, interior spaces and features identified in

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"Exhibit A", exterior construction materials, architectural details, form, fenestration, height of the Property, or adversely affect its structural soundness without prior written permission of the Grantee affirming that such reconstruction, repair, repainting, refinishing, rehabilitation,
preservation, or restoration will meet The Secretary of the Interior's Standards for the

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Treatment of Historic Properties and the Standards for Archeology and Historic Preservation (hereinafter referred to as the "Standards").

d. *Duty to maintain the Property*. The Grantor agrees at all times to maintain the Property in a good and sound state of repair and to maintain the Property, including the other structures or features of the site, according to the Standards so as to prevent deterioration and preserve the architectural and historical integrity of the Property in ways that protect and enhance those qualities that make the property eligible for listing in the National Register of Historic Places.

e. *Restrictions on activities that would affect archeological resources*. The Grantor agrees that no ground disturbing activity shall be undertaken or permitted to be undertaken on the Subject Property that would affect historically significant archeological resources
identified in "Exhibit A" without prior written permission of the Grantee affirming that such work will meet Standards.

f. *Maintenance of recovered materials*. The Grantor agrees to ensure that any data and material recovered will be placed in a repository that will care for the data in the manner prescribed in the Standards or will comply with the requirements of the Native American Graves Protection and Repatriation Act, 36 CFR 79, and 43 CFR 10, (only if the project has federal funds.)

g. *Right to inspect*. The Grantor agrees that the Grantee, its employees, agents and designees shall have the right to inspect the Property at all reasonable times, with twenty- four hours (24) written notice, in order to ascertain whether the conditions of this agreement are being observed.

h. *Anti-discrimination*. The Grantor agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000 (d), the Americans with Disabilities Act (42 U.S.C. 12204), and with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794). These laws prohibit discrimination on the basis of race, religion, national origin, or disability. In implementing public access, reasonable accommodation to qualified disabled persons shall be made in consultation with the State Historic Preservation Office.

i. *Agreement shall run with the land; conditions on conveyance*. This preservation agreement shall run with the land and be binding on the Grantor, its successors and assigns. The Grantor agrees to insert an appropriate reference to this agreement in any deed or other legal instrument by which it divests itself of either the fee simple title or other lesser estate in the Property or any part thereof.

j. *Casualty Damage or Destruction*. In the event that the Property or any part of it shall be damaged or destroyed by fire, flood, windstorm, earth movement, or other casualty, the Grantor shall notify the Grantee in writing within fourteen (14) days of the damage or destruction, such notification including what, if any, emergency work has already been completed. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Property and to

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protect public safety shall be undertaken by the Grantor without the Grantee's prior written approval indicating that the proposed work will meet the Standards. The Grantee shall give its written approval, if any, of any proposed work within sixty (60) days of receiving the request from the Grantor. If after reviewing the condition of the property, the Grantee determines that the

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features, materials, appearance, workmanship, and environment which made the property eligible for listing in the National Register of Historic Places has been lost or so damaged that its continued National Register listing is in question, the Grantee will notify the Keeper of the National Register in writing of the loss. The Keeper of the National Register will evaluate the findings and notify the Grantee in writing of any decision to remove the property from the National Register. If the property is removed, the Grantee will then notify the Grantor that the agreement is null and void. If the damage or destruction that warrants the properties removal from the National Register is deliberately caused by the gross negligence of the Grantor or future owner, then the Grantee will initiate requisite legal action to recover, at a minimum, the state grant funds applied to the Property which will then be returned to the U.S. Treasury.

k. *Enforcement*. The Grantee shall have the right to prevent and correct violations of the terms of this agreement. If the Grantee, upon inspection of the property, finds what appears to be a violation, it may exercise its discretions to seek injunctive relief in a court having jurisdiction. Except when an ongoing or imminent violation will irreversibly diminish or impair the cultural, historical and architectural importance of the Property, the Grantee shall give the Grantor written notice of the violation and allow thirty (30) days to correct the violation before taking any formal action, including but not limited to, legal action. If a court, having jurisdiction, determines that a violation exists or has occurred, the Grantee may obtain an injunction to top the violation, temporarily or permanently. A court may also issue a mandatory injunction requiring the Grantor to restore to the Property to a condition that would be consistent with preservation purposes of the grant from DCA. In any case where a court finds that a violation has occurred, the court may require the Grantor to reimburse the Grantee and the State Attorney General for all the State's expenses incurred in stopping, preventing and correcting the violation, including but not limited to reasonable attorney's fees. The failure of the Grantee to discover a violation or to take immediate action to correct a violation shall not bar it from doing so at a later time.

l. *Amendments*. The parties may by mutual written agreement jointly amend this agreement, provided the amendment shall be consistent with preservation purpose of this agreement and shall not reduce its term of duration. Any such amendment shall not be effective unless it is executed in the same manner as this agreement, refers expressly to this agreement, and is filed with the Santa Fe County Clerk.

m. *Effective date: severability*. This preservation agreement shall become effective when the Grantor files it in the Office of the County Clerk of Santa Fe County, State of New Mexico, with a copy of the recorded instrument provided to the Grantee for its preservation agreement file. If any part of this preservation agreement is held to be illegal by a court, the validity of the remaining parts shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the preservation agreement does not contain the particular part held to be valid.

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GRANTOR: _____

By: NAME OF ORG, NAME OF PERSON

Name and Title

_____: On this ____ day of _____, 2025, before me the undersigned, a Notary Public for said State, personally appeared _____, to me personally known, who stated they are _____, that no seal has been procured by said corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its City Council, and that such officer, they acknowledged that they executed the foregoing instrument as their voluntary act and the voluntary act of the corporation.

_____

NOTARY PUBLIC

GRANTEE: Historic Preservation Division, Office of Cultural Affairs, State of New Mexico

By: _____

Michelle Ensey, State Historic Preservation Office

_____: On this ____ day of _____, 2025, before me, a Notary Public for said State, personally appeared Michelle Ensey, who stated that they are duly appointed and actively serving as the Director of the State Historic Preservation Office, and that they executed the foregoing preservation agreement as their voluntary act and as the voluntary act of the State of New Mexico Office of Cultural Affairs.

_____

NOTARY PUBLIC

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EXHIBIT “A” TO PRESERVATION AGREEMENT

City of Santa Fe, Main Library

To remain eligible for listing on the National Register of Historic Places, a property must be able to convey its significance. The following character-defining materials, spaces, and features have been identified as those that help convey the significance of City of Santa Fe, Main Library photographic documentation is attached.
Exhibit A must be submitted at the time of signing the grant agreement.
Grantee must:

- Take photographs of all four sides of the building
- Take photographs of significant exterior features
- Take photographs of interior of building.

Photographs must be attached as EXHIBIT A to this grant agreement.
The Grant Agreement will NOT be signed by the Historic Preservation Division without a signed preservation agreement and photographs included in Exhibit A.

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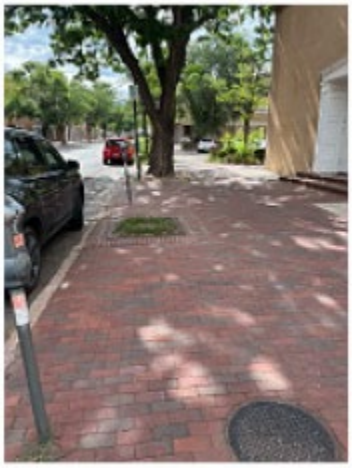

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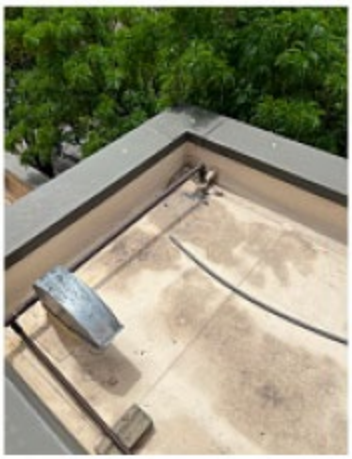






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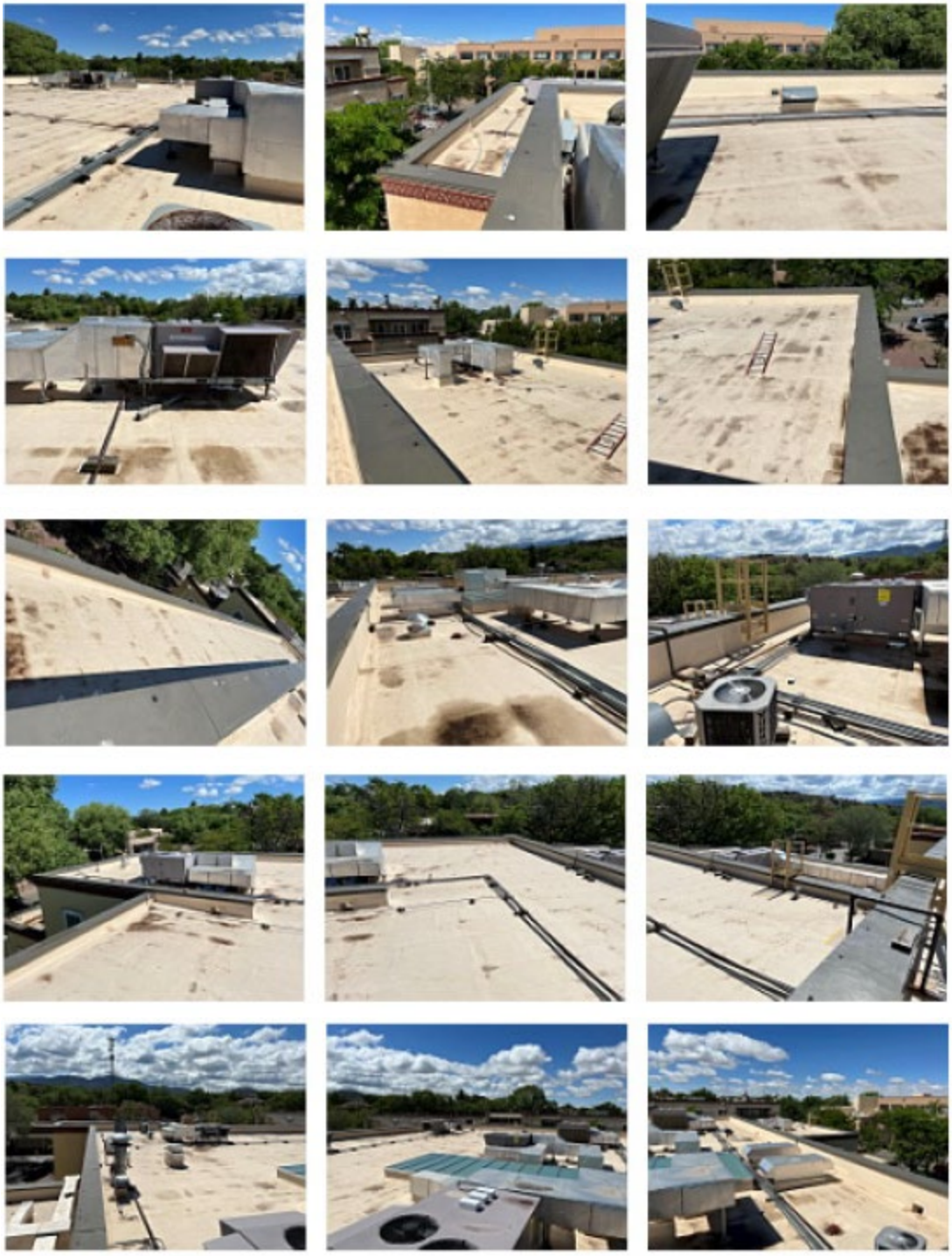

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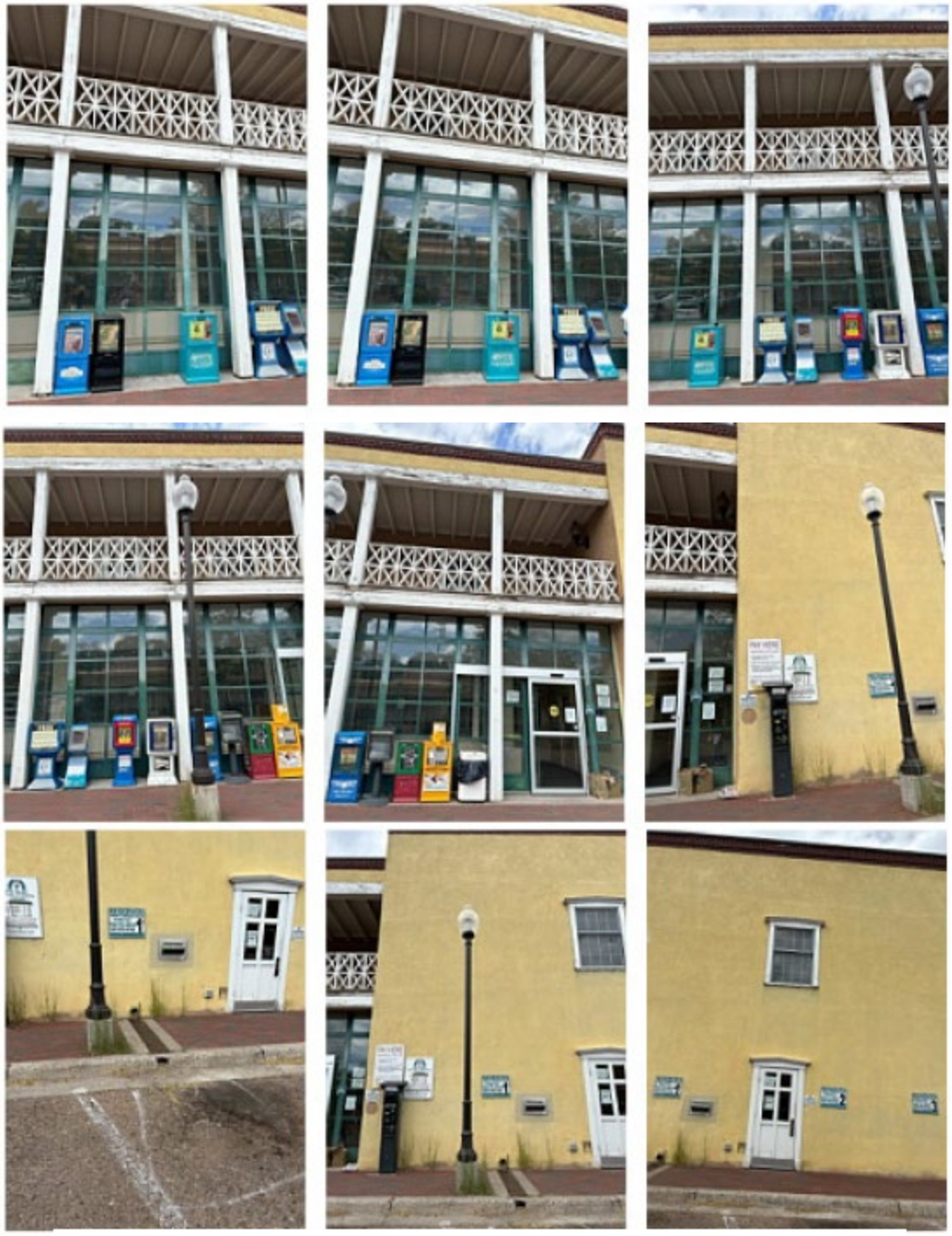

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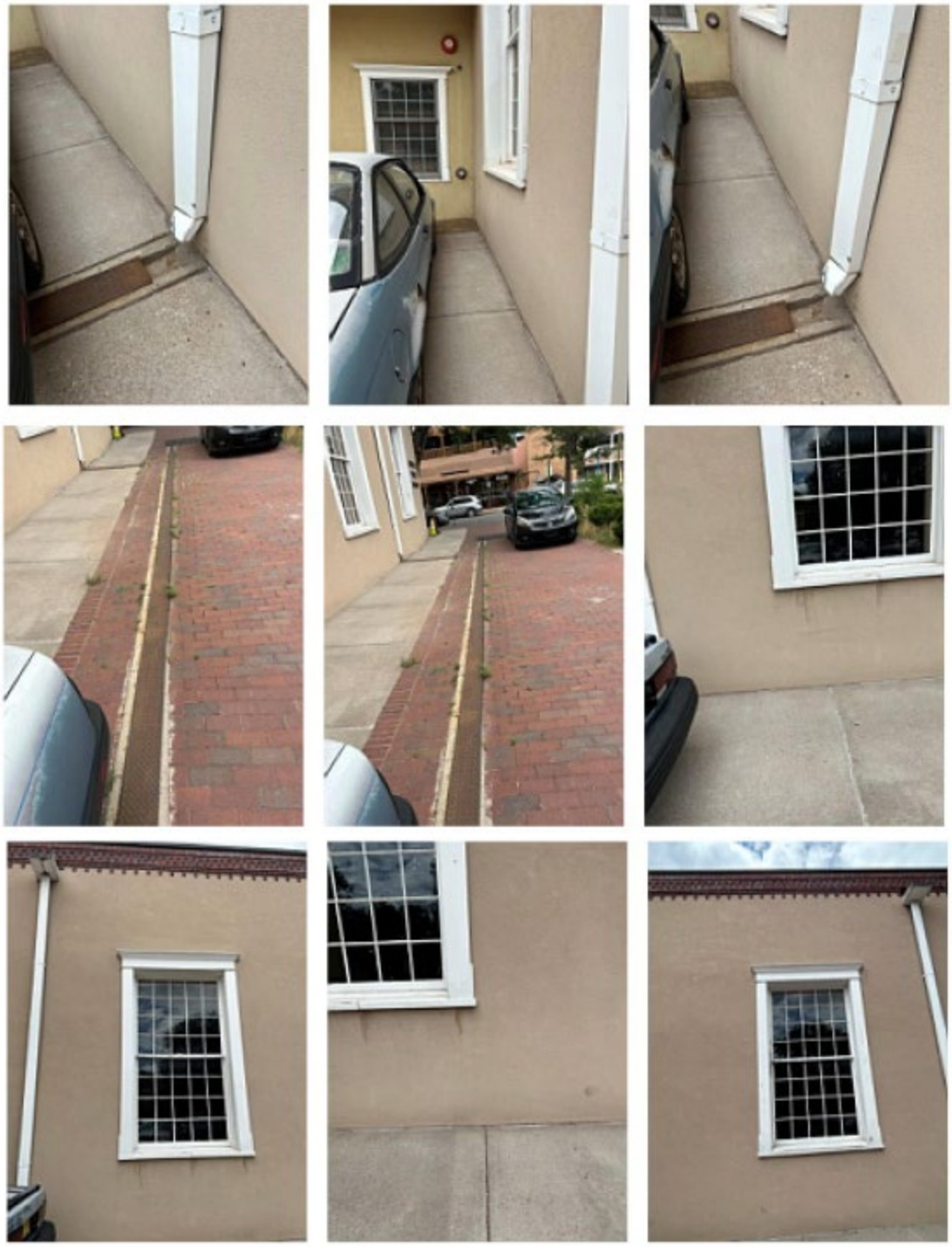

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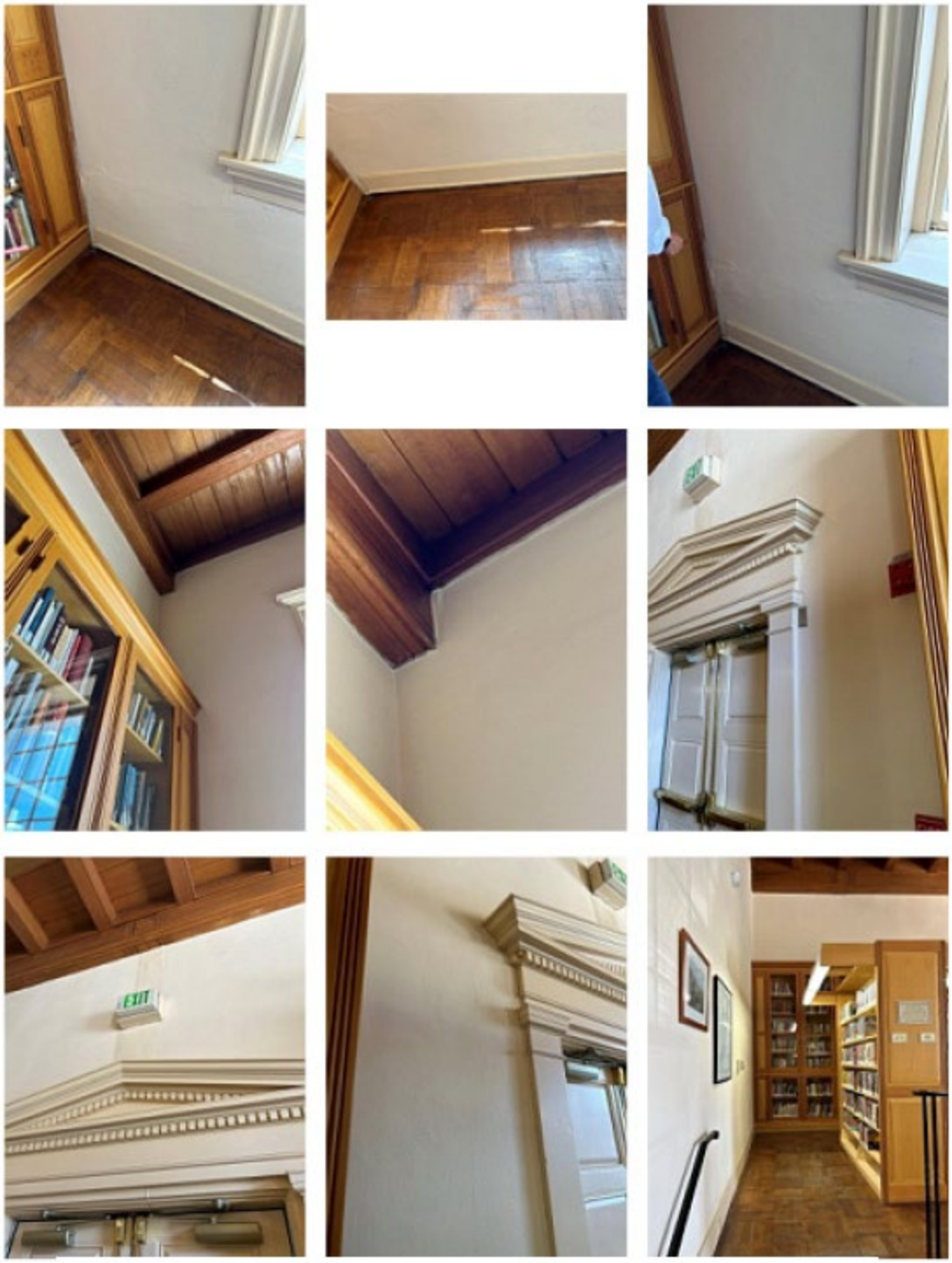

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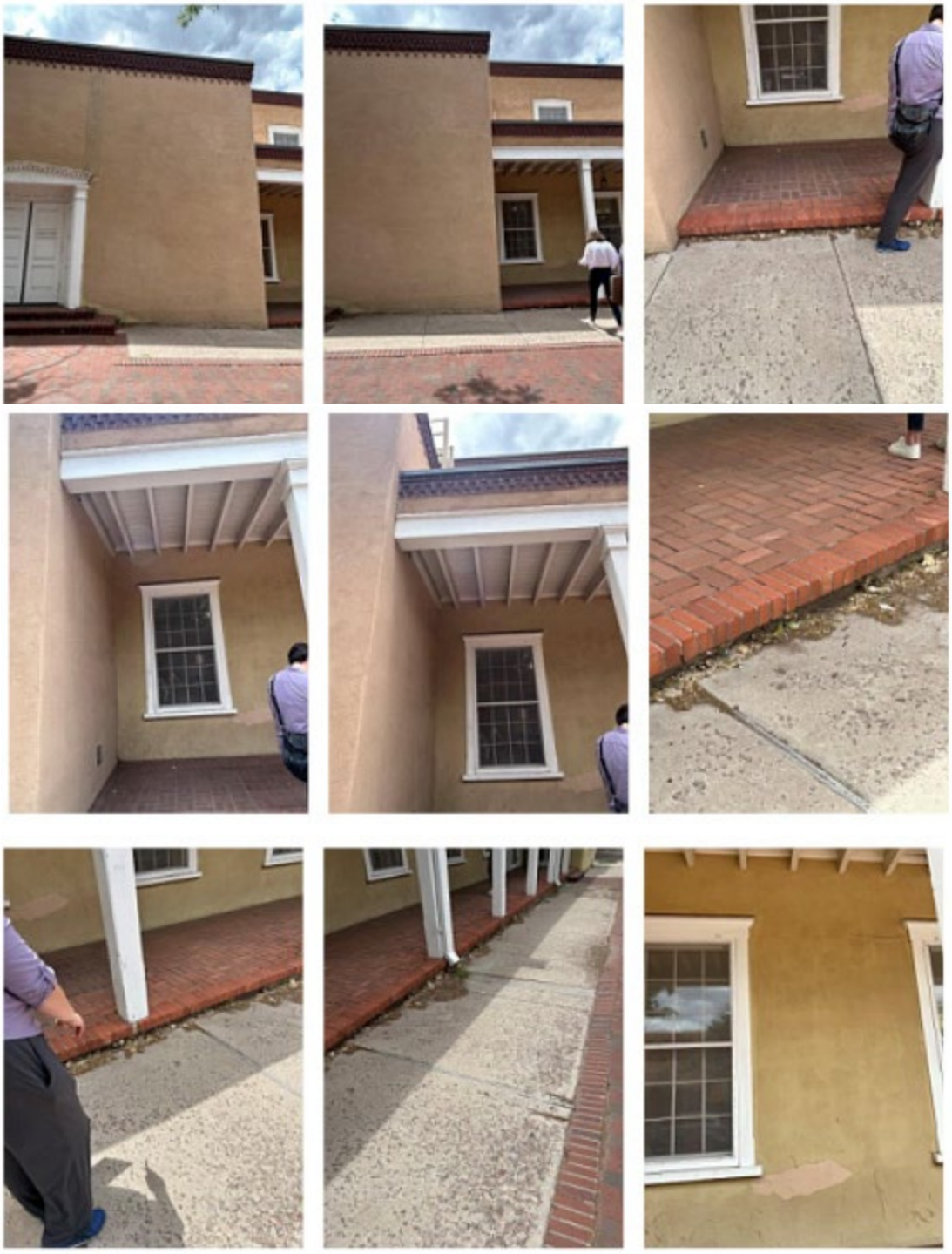

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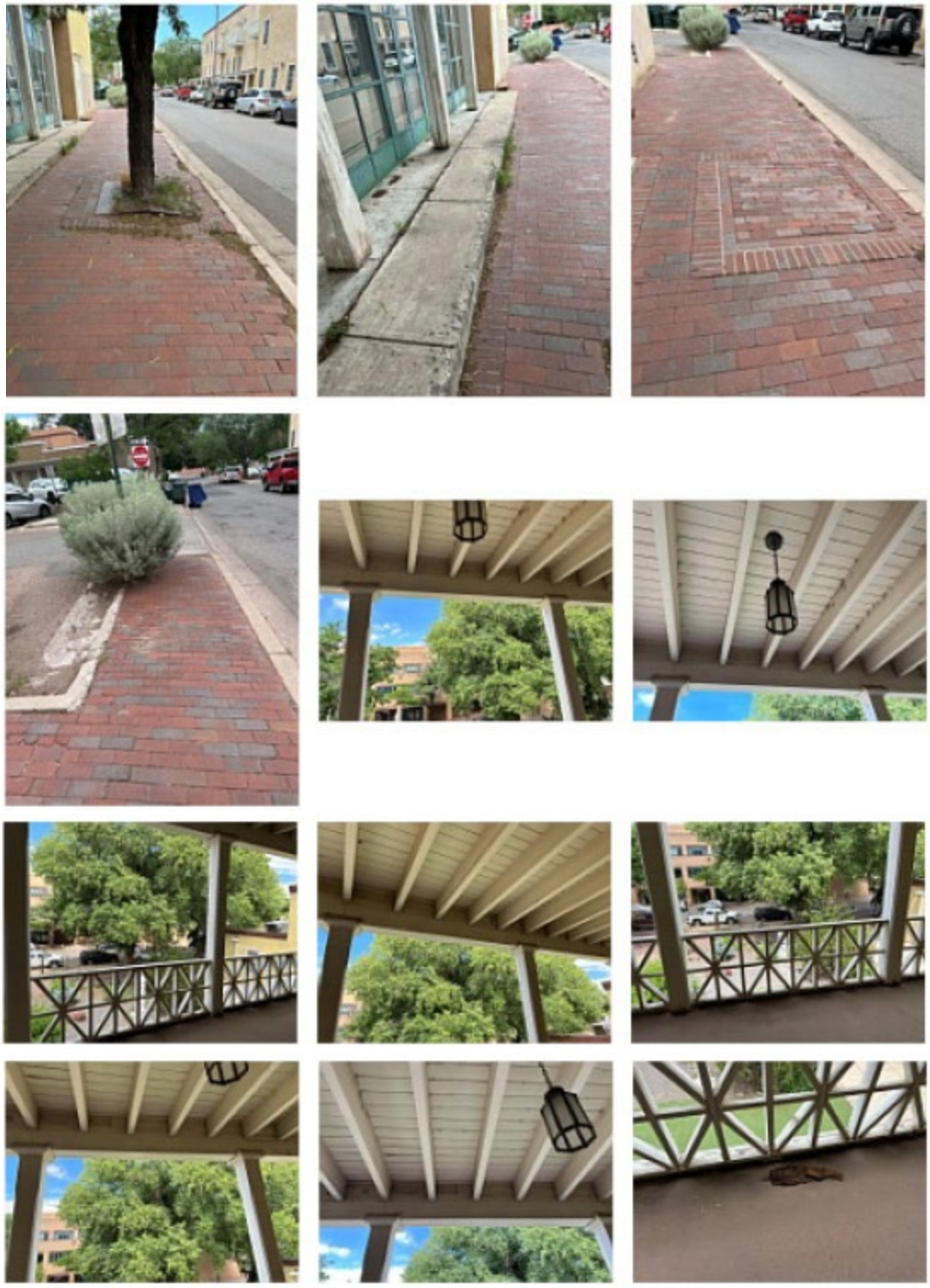

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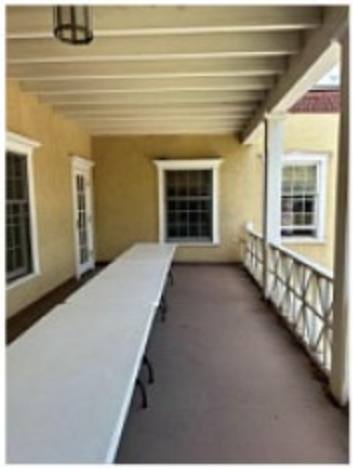








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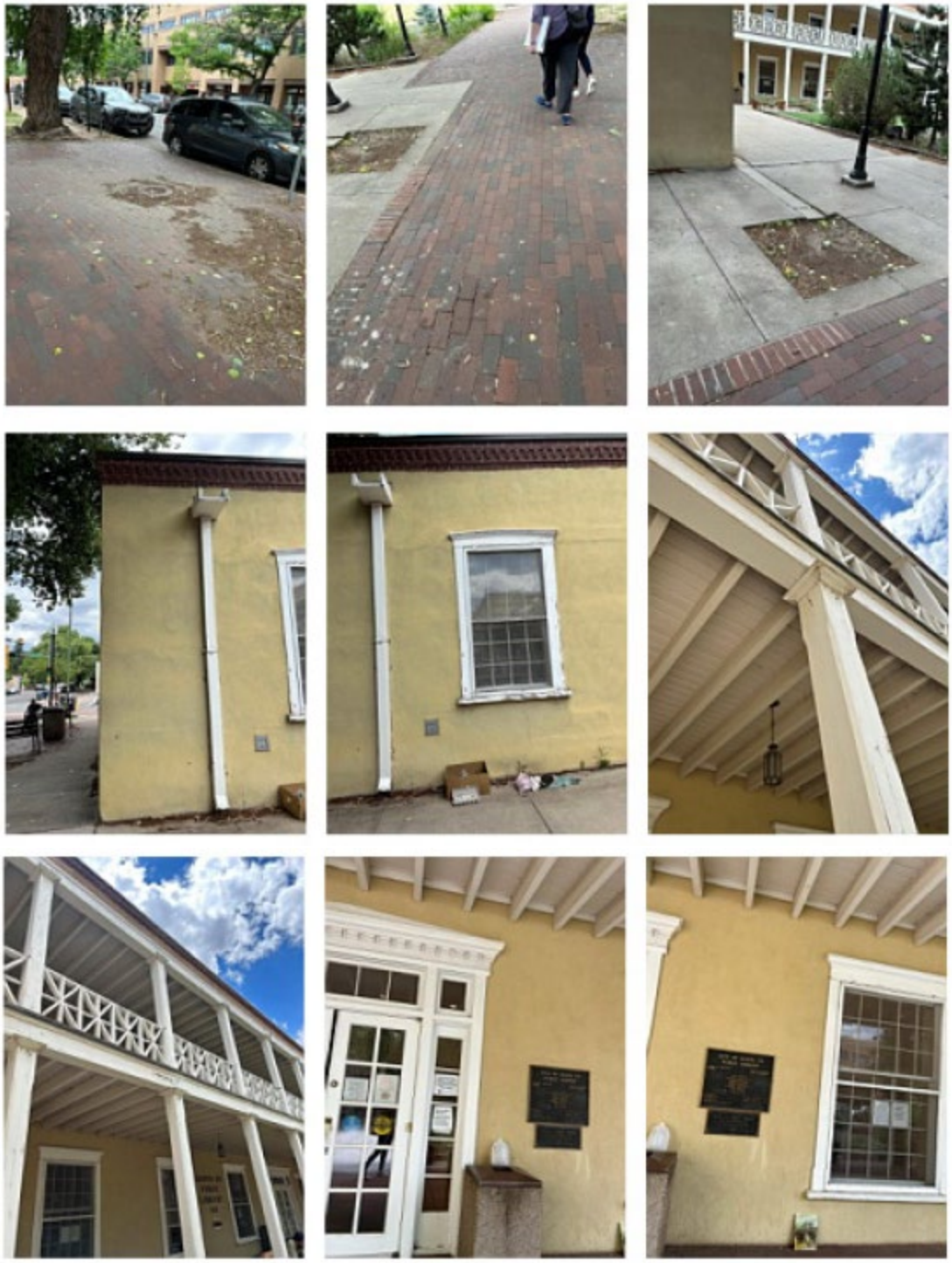

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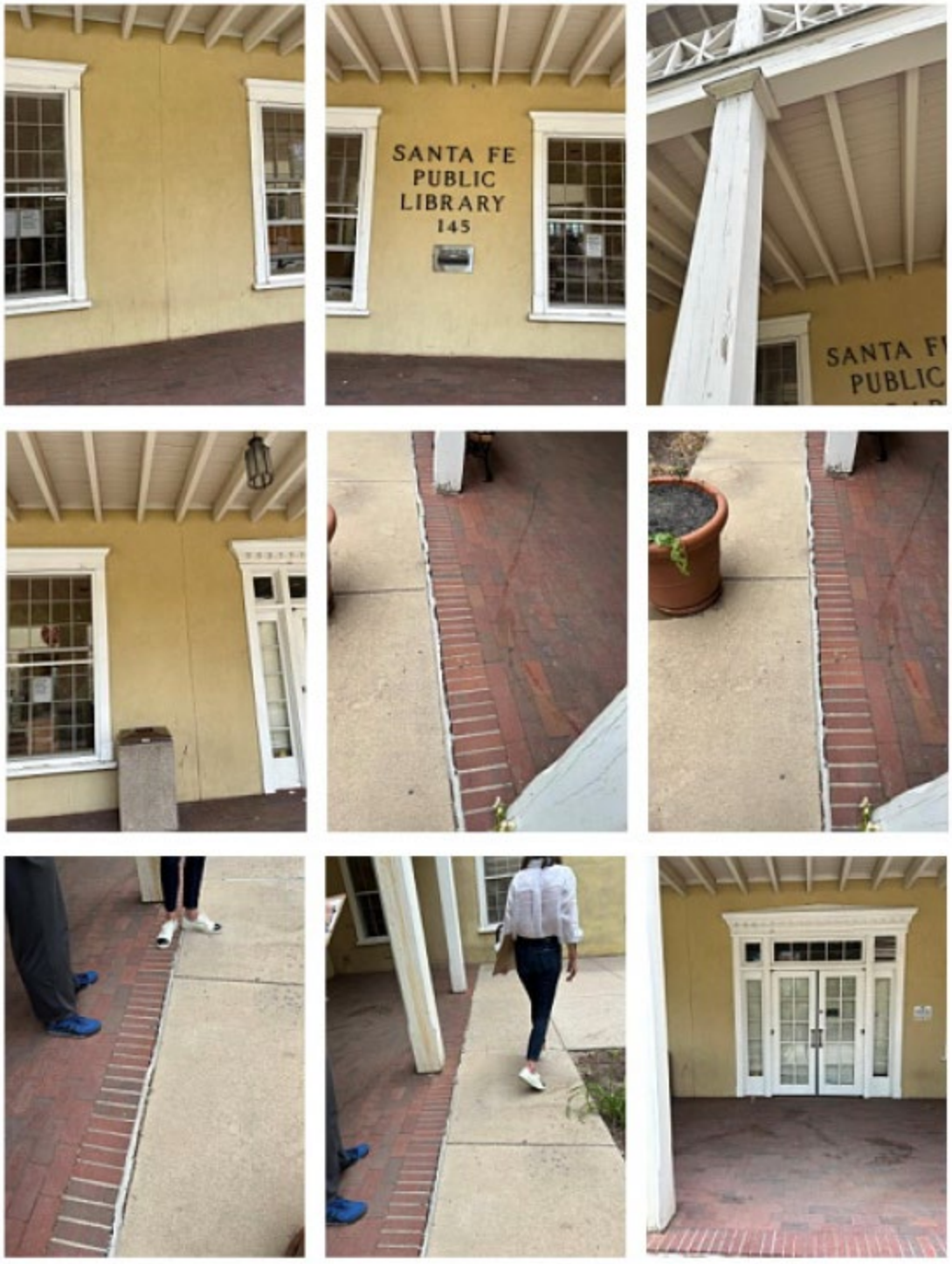

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DEPARTMENT OF CULTURAL AFFAIRS
HISTORIC PRESERVATION DIVISION
BATAAN MEMORIAL BUILDING
407 GALISTEO STREET, SUITE 236
SANTA FE, NEW MEXICO 87501
PHONE (505) 827-6320 · NM.SHPO@DCA.NM.GOV

May 23, 2024

J. Samuel Burnett
Facilities Division Director
City of Santa Fe
PO Box 909
Santa Fe, New Mexico 87504-0909

RE: Cultural Properties Restoration Fund Grant Program
Santa Fe Public Library Main Branch Preservation Project

VIA EMAIL: jsburnett@santafenm.gov

Dear Mr. Burnett:

Congratulations! The City of Santa Fe has been selected to receive the requested $231,300 in grant funding from the Cultural Properties Restoration Fund Grant Program. This is to complete the Santa Fe Public Library Main Branch Preservation Project.

The New Mexico Historic Preservation Division (HPD) received thirty-two applications from qualified applicants around the state. The total request for funding was $6 million and we have a total of $1 million in funding available. This means we are only able to fund a fraction of the applications we received. HPD staff and the Cultural Properties Review Committee reviewed the applications and yours has been selected for funding.

Steven Moffson, Historian at the Historic Preservation Division will work with you to develop the Joint Powers Agreement and the Preservation Agreement. He may be reached at 505-476-0444 or steven.moffson@dca.nm.gov. He will reach out in the next few weeks to review and discuss the grant project's next steps.

If you have questions or would like further information about your grant application, please reach out to Karla McWilliams at 505-827-4451 or karla.mcwilliams@dca.nm.gov.

Regards,

Michelle Ensey
State Historic Preservation Officer (INTERIM)

cc: Nicole Ramirez Thomas, nicole@wonderstoneconsulting.com
Spencer Schwartz, City of Santa Fe, smschwartz@santafenm.gov
Steven Moffson, HPD, steven.moffson@dca.nm.gov

Log # *{Finance use only}*:	
Journal # *{Finance use only}*:	

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
Public Works Department/Facilities Division	9/17/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP DESIGN	3209980	572960	FMD2532004	231,300	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
NMDFA/DCA = Main Library Grant upfront	3209980	490210	FMD2532004	(231,300)	
unearned revenue JE 13.513737					
				$ -	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

DCA grant award for Main Library Preservation Project in the total amount of $231,300

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	**0**

De Alva Calabaza — 9/17/2025
Prepared By *{print name}* — Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins — 11/19/2025
Budget Officer — Date

Business Operatios Manager Signature *{optional}* — Date

JOHN BURNETT (Nov 19, 2025 10:44:06 MST)
Department Director Signature — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

GB-150-Woven Architecture LLC

Final Audit Report 2025-11-24

Created:	2025-11-19
By:	ALYSSA PEREZ (aeperez@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAISJ5PZwtR7ooK6hdmbMKT8NhriA8CpNn

"GB-150-Woven Architecture LLC" History

Document created by ALYSSA PEREZ (aeperez@santafenm.gov)
2025-11-19 - 8:00:09 PM GMT- IP address: 50.228.218.218

Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2025-11-19 - 8:05:26 PM GMT

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2025-11-19 - 9:44:55 PM GMT- IP address: 104.47.64.254

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2025-11-19 - 9:45:40 PM GMT

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2025-11-19 - 10:07:38 PM GMT- IP address: 174.234.207.131

Document e-signed by ERIKA LUJAN (evlujan@santafenm.gov)
Signature Date: 2025-11-19 - 10:08:24 PM GMT - Time Source: server- IP address: 174.234.207.131

Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2025-11-19 - 10:08:28 PM GMT

Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)
2025-11-20 - 6:39:14 PM GMT- IP address: 63.232.20.2

Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2025-11-21 - 6:08:27 PM GMT - Time Source: server- IP address: 63.232.20.2

Powered by Adobe Acrobat Sign

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature

2025-11-21 - 6:08:31 PM GMT

Document e-signed by EMILY OSTER (ekoster@santafenm.gov)

Signature Date: 2025-11-24 - 4:11:45 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2025-11-24 - 4:11:45 PM GMT

CITY OF SANTA FE

Date: November 14, 2025

To: Governing Body

From: Caryn Grosse, PMP, Public Works Project Manager III

Via: Sam Burnett, Interim Public Works Department Director JOHN BURNETT (Nov 17, 2025 08:16:59 MST)
Tim Farrell, Interim Facilities Division Director Timothy Farrell

Subject: Capital Appropriation Agreement Project 25-J4368 for City Facility Leased to Kitchen Angels

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ACTION:
Request for Approval of Capital Appropriation Agreement with New Mexico Department of Finance and Administration in the Total Amount of $119,607 for Project 25-J4368 Improvements to the City Facility Leased to Kitchen Angels with a Reversion Date of June 30, 2027. (Caryn Grosse, PMP, Public Works Project Manager III, clgrosse@santafenm.gov)

BACKGROUND AND SUMMARY:
Kitchen Angels is the only organization that provides special needs meals to homebound individuals in Santa Fe. It is a 501(c)3 New Mexico nonprofit organization in "Good Standing." Since its founding in 1992, Kitchen Angels has served more than 2 million meals. Kitchen Angels is located at 1222 Siler Road, in a facility owned by the City of Santa Fe. The City and Kitchen Angels have a 20-year lease.

The City of Santa Fe received Capital Appropriation Project 25-J4368 in the amount of $119,607, which reauthorized Capital Appropriation Project 21-F2899 and extends the reversion date to June 30, 2027.

A Budget Amendment Resolution (BAR) is not required, as the grant funds have already been incorporated into the FY 2026 Revenue Carryforward.

This funding will be used for renovations and improvements to the building, including but not limited to parking lot improvements to increase parking, improve accessibility, and reduce flooding during rain events.

There are three additional state capital appropriation agreements for renovations to the facility leased to Kitchen Angels:

- Grant Agreement 22-G3016—$200,000 with a reversion date of June 30, 2026, for renovations and improvements to the building, including but limited to heating, ventilation, and air conditioning (HVAC) systems.
- Grant Agreement 23-H3202—$200,000 with a reversion date of June 30, 2027, for renovations and improvements to the building, including but not limited to the installation of a solar photovoltaic system to reduce costs.
- Grant Agreement 24-I4220—$100,000 with a reversion date of June 30, 2026, for renovations and improvements to the building, including but not limited to building envelope repairs such as replacement of windows.

All funds are expected to be utilized prior to the reversion dates.

ATTACHMENTS:
New Mexico Department of Finance and Administration Capital Appropriation Project 25-J4368 PLID Form (Reauthorize NM DFA 21-2899/COM2434501)

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:
2025 New Mexico Capital Appropriation Project 25-J4368
Fund Name/Number: CIP Community Development/Fund 345
Munis Org Name/Number: Seniors/Comm Dev CIP/3459981
Munis Object Name/Number: WIP Construction/572970

Budget Officer/Designee: Andy Hopkins Date: _____
Budget Officer Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Treasury/Point of Sale Components included? ☐ Yes | ☒ No
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures, included? ☒ Yes | ☐ No
Approval: Timothy Farrell Title: _____ Date: _____
Comment/Exceptions: _____

Capital Asset or Project? ☒ Yes | ☐ No
Project Ledger Number COM2434501
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: ERIKA LUJAN
ERIKA LUJAN (Nov 24, 2025 08:26:17 MST)

Is this grant funded purchase? ☒ Yes | ☐ No
If yes, what is the issuing agency: NMDFA Capital Appropriation Project 25-J4368
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: ERIKA LUJAN
ERIKA LUJAN (Nov 24, 2025 08:26:17 MST)

NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT
CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Department of Finance & Administration, 407 Galisteo Street, Santa Fe, NM 87501, ("**Department**") and the City of Santa Fe, ("**Grantee**") (individually "**Party**" and collectively "**Parties**"). This Agreement shall be effective as of the date the Department executes it ("**Effective Date**").

WITNESSETH

WHEREAS, in the Laws of 2025, Chapter 158, Section 370, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of funds from this appropriation, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

AGREEMENT

I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION

A. **25-J4368** ("**Project**") 6/30/2027 ("**Reversion Date**"). Laws of 2025, Chapter 158, Section 370, One Hundred Nineteen Thousand Six Hundred Six Dollars and Ninety-Nine Cents, $119,606.99, The time of expenditure for the local government division project in Subsection 340 of Section 29 of Chapter 138 of Laws 2021 to plan, design, renovate, construct, improve and equip a facility for a meals program serving homebound and special needs individuals in Santa Fe in Santa Fe county is extended through fiscal year 2027..

B. Grantee's total reimbursements shall not exceed $119,606.99 One Hundred Nineteen Thousand Six Hundred Six Dollars and Ninety-Nine Cents, ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, $0.00 Zero Dollars and No Cents, which equals $119,606.99 One Hundred Nineteen Thousand Six Hundred Six Dollars and Ninety-Nine Cents ("**Adjusted Appropriation Amount**").

C. In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I, the language of the laws cited herein shall control.

The information contained in Article I is referred to collectively as the "**Project Description**."

II. DISBURSEMENT LIMITATION

A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required

procurements, and identifying expected expenditures per milestone (collectively, "**Project Budget**"). The Department shall review and approve the Project Budget by approving a Notice of Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a sample of which is attached hereto as **Exhibit B** and incorporated herein by reference. After receipt of approved Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:

a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
b. The total amount received by Grantee shall not exceed the lesser of:
    i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
    ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third Party Obligation(s); and
c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, and execution of binding written obligations or purchase orders with third-party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project ("**Third Party Obligations**"); and
d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
e. In the event capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
    i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
    ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.

B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(e)(i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and

C. Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation, and request the Third Party to begin work after issuance of a Notice of Obligation by the Department.
b. Grantee acknowledges and agrees that any Third Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.
c. Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the

Third Party but prior to execution by the Grantee.

d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is incorporated herein and attached hereto as **Exhibit B**.

D. Grantee shall provide all necessary qualified personnel, materials, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit C**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit C** from time to time without the need for a formal amendment of this Agreement.

F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.

G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

III. NOTICES

The following provisions shall apply whenever written notices, including written decisions, are to be given or received related to this Agreement.

A. The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: City of Santa Fe
Name: Alan Webber
Title: Mayor
Address: PO Box 909, Santa Fe, NM 87504
Email: mayor@santafenm.gov
Telephone: 505-955-6590

B. The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: City of Santa Fe
Name: Emily Oster
Title: Finance Director
Address: PO Box 909, Santa Fe, NM 87504

Email: ekoster@santafenm.gov
Telephone: 505-629-3411

C. The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division
Name: Daniel Catanach
Title: Grant Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe NM 87501
Email: danieln.catanach@dfa.nm.gov
Telephone: 505-231-6090

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of the email.

IV. TERM & DEADLINE TO EXPEND FUNDS

A. The term of this Agreement shall begin on the Effective Date and terminate on the 30th day of June during the calendar year of the Reversion Date unless Terminated Before Reversion Date ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.

a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third party does not qualify as an expenditure.

V. EARLY TERMINATION

A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:

a. Termination due to completion of the Project before the Reversion Date;
b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
c. Termination for violation of the terms of this Agreement; or
d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.

B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.

   a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
      i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.
   b. As used herein, "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:
      i. Deauthorization, reauthorization, or revocation of a prior authorization.

C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.

D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. Department, in its sole and absolute discretion, may provide written notice to Grantee to suspend entering into further obligations. Upon the receipt of such written notice by the Grantee:

   a. Grantee shall immediately suspend entering into new or further written obligations with third parties;
   b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
   c. Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for a Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension.

a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
b. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(c).
c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

VII. AMENDMENTS

Unless expressly stated otherwise herein, this Agreement shall not be altered, changed, or amended except by an instrument in writing duly executed by both parties hereto with the same formalities as this agreement.

VIII. REPORTING

A. Database Reporting

a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.
b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit A** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement.
c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.
e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

i. request such additional information regarding the Project as it deems necessary; and

ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

B. Requests for Additional Information/Project Inspection

a. During the term of this Agreement and the Record Retention Period, the Department may:
   i. Request additional information regarding the Project as it deems necessary and
   ii. Conduct on-site inspections of the Project at reasonable times and upon reasonable notice.
b. Grantee shall respond to such requests for additional information within the time established by the Department.

IX. REQUEST FOR PAYMENT PROCEDURES

A. Grantee shall request payment by submitting the form attached hereto as **Exhibit A**. Payment requests are subject to the following procedures:

a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
   i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.
   ii. However, Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
   iii. The Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or in a shorter period than the Department may prescribe in writing.
   iv. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
   v. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.

B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.

C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:

a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or

b. Twenty (20) days from the date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date.

D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.

a. Department's authority to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department under this Agreement, at law, or in equity.

X. PROJECT CONDITIONS AND RESTRICTIONS

A. The following general conditions and restrictions shall apply to the Project:

a. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code.
b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
c. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable.
d. The Project must provide a public benefit above and beyond any incidental benefit to private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico.
e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.
    i. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger the Department's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.
f. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
    i. In accordance with all such laws, rules, and regulations, the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from participation in the Project, use of the Project, employment with Grantee, or otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.
g. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restriction, Grantee agrees to take appropriate

steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

XI. REPRESENTATIONS AND WARRANTIES

A. Reliance by Department.

a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.
b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department in writing of any changes or inaccuracies in the representations and warranties contained herein.

B. Grantee hereby represents and warrants the following:

a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.
b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.
c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee, Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.
d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.
e. Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign and submit Requests for Payment on behalf of Grantee.
f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.
    i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.
    ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.
g. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of the State, any agency, or body in connection with the awarding of any Third Party Obligation.
    i. Grantee will require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements.

C. Consequences of False or Misleading Representations. If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:

a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.

D. Survival of Representations and Warranties. The representations and warranties made by the Grantee shall survive the Early Termination or expiration of this Agreement.

XII. PROJECT RECORDS

A. Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles and the State's Model Accounting Practices and, if feasible, maintain a separate bank account or fund with a separate organizational code to ensure separate budgeting and accounting of the funds.

B. For six (6) years following the Project's completion ("**Record Retention Period**"), Grantee shall maintain all Project-related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the Appropriated Amount from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department may prescribe.

C. Grantee shall make all Project records available to the Department, the Department's Independent Public Accountant, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department finds any funds were improperly expended, Grantee shall be required to reimburse the State all amounts found to be improperly expended.

XIII. IMPROPERLY REIMBURSED FUNDS

If the Department determines part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, after ten (10) days' notice to Grantee and the opportunity to return such funds to the Department, the Department may offset any funds due to Grantee from the State, until the Appropriation Amount is fully repaid.

XIV. 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 this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

XV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Parties concerning the subject matter hereof. The Agreement supersedes all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

XVI. REQUIRED NON-APPROPRIATIONS CLAUSE

A. Grantee acknowledges and agrees to include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

   a. "The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico ("**Legislature**") for the performance of this Agreement.
   b. If the Legislature does not make sufficient appropriations and authorization, City of Santa Fe may immediately terminate this Agreement by giving Contractor written notice of such termination.
   c. The City of Santa Fe's decision as to whether sufficient appropriations are available shall be final and accepted by the Contractor. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Santa Fe or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Santa Fe or the State Department of Finance and Administration."

XVII. REQUIRED TERMINATION CLAUSE

A. Grantee acknowledges and agrees to include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

   a. "This contract is funded in whole or in part by funds made available by the State of New Mexico ("**State**"). Should the State terminate its Agreement with the City of Santa Fe, the City of Santa Fe may terminate this contract immediately by providing Contractor written notice of such termination.
   b. In the event of termination pursuant to this paragraph, the City of Santa Fe's only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date."

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

A. Throughout the term of this Agreement, Grantee shall:

a. Submit all reports of annual audits and agreed-upon procedures required by § 12-6-3(A)-(B), NMSA 1978 by the due dates established in § 2.2.2 NMAC, reports of which must be a public record pursuant to § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;
b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State's Model Accounting Principals to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.

B. In the event Grantee fails to comply with the requirements of subparagraph A of this Article XVIII, Department may take one or more of the following actions:

a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
b. Require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
    i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit C**, upon notice to Grantee, without need for formal amendment of this Agreement;
    ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("**SBOF**"), an entity separate and distinct from the Department.

a. Grantee acknowledges and agrees:
    i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
    ii. Department's failure to inform Grantee of an SBOF-imposed condition does not affect the validity or enforceability of the condition;
    iii. The SBOF may in the future impose further or different conditions upon the Project;
    iv. All SBOF conditions are attached to the Project and Appropriation Amount without the need for formal amendment of this Agreement;
    v. All applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s) and
    vi. The Department's obligation to reimburse Grantee from the Project is expressly contingent upon the satisfaction of the then-current SBOF conditions.

B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't proceed sufficiently.

    a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.
    b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this Agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

XX. GENERAL PROVISIONS

A. Assignment: Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.

C. Binding Effect: Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority: Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References: The captions and headings in this Agreement are for the convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts: This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute the same agreement.

G. Digital Signatures: If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

H. Modification: Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed and

approved in accordance with applicable New Mexico law and State fiscal policies and rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the State.

I. Statutes, Regulations, Fiscal Rules, and Other Authority: Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.

J. External Terms and Conditions: Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

K. Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.

L. Survival of Certain Agreement Terms: Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

M. Third Party Beneficiaries: Except for the Parties' respective successors and assigns described in this Agreement, it does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.

N. Waiver: A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

O. Standard and Manner of Performance: Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Grantee's industry, trade, or profession.

P. Licenses, Permits, and Other Authorizations: Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement and shall ensure that all employees, agents, and subcontractors secure and maintain at all times during the term of their employment, agency or subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

Q. Publicity: Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**" means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.

a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department in advance with respect to all Public Relations, all communications with media, or all communications with any other member of the public with respect to this agreement, except to acknowledge that an agreement does exist.
b. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.

R. Data Sharing: The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State's organizational, policy-making, and management of public resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.

a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.

S. Venue and Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to any conflict of law provisions. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the district courts located in Santa Fe, New Mexico. The Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such suit, action, or proceeding. The Parties waive any objection to the laying of the venue of any such suit, action, or proceeding in the district courts of Santa Fe, New Mexico, and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]
[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Department's date of execution.

APPROVED BY DEPARTMENT:

Cabinet Secretary, Wayne Propst:

_____ _____

Signature Date

Chief Financial Officer, Mackie Romero:

_____ _____

Signature Date

Local Government Division Director, Cecilia Mavrommatis:

_____ _____

Signature Date

AS TO LEGAL FORM AND SUFFICIENCY

General Counsel's Office:

_____

Signature

_____ _____

(Print Name) (Title)

APPROVED BY GRANTEE:

Entity Name

Official with Authority to Bind Grantee:

Signature

(Print Name) (Title)

Date

ATTEST:

Signature

(Title)

(Print Name)

Date

Fiscal Officer or Chief Financial Officer:

Emily K. Oster

Signature

(Print Name) (Title)

Date

As To Legal Form And Sufficiency

Kevin L. Nault

Kevin L. Nault (Oct 2, 2025 17:36:50 MDT)

Signature

Kevin L. Nault Assistant City Attorney

(Print Name) (Title)

Oct 2, 2025

Date

EXHIBIT A

Request for Payment Form and Certification

STATE OF NEW MEXICO
GRANT APPROPRIATION
Request for Payment Form
Exhibit A

I. Grantee Information (Must match your DFA Substitute W-9 Form)

A. Grantee: _____
B. Address: _____
(Complete Mailing, including Suite, if applicable)
_____
City, State, Zip
C. Contact Name/Phone #: _____
D. Grant No: _____
E. Project Title: _____
F. Grant Expiration Date: _____

II. Payment Computation

A.	Payment Request No.	
B.	Grant Amount:	$ 0.00
C.	AIPP Amount *(If Applicable)*:	$ 0.00
D.	Funds Requested to Date:	$ 0.00
E.	Amount Requested this Payment:	
F.	Reversion Amount *(if applicable)*:	$ 0.00
G.	Grant Balance:	$ 0.00

H. ☐ Final Request for Payment *(if applicable)*

III. Fiscal Year : 2026 (July 1, 2025-June 30, 2026)

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. Certifications

☐ I hereby certify that all conditions and requirements for Payments outlined in the Agreement have been met, including but not limited to:
a. Submission and approval of a Project Budget as per Article IV, Section A of the Agreement.
b. Compliance with the Project Budget and expenditure of funds in accordance with the State Procurement Code and the State's Model Accounting Practices.
c. Submission of supporting documentation as required by the Agreement.
d. Maintenance of all necessary records and documentation as stipulated in the Agreement.

☐ I attest that the information provided is correct; expenditures are properly documented and valid or actual receipts, and that the activity fully complies with Article IX, Sec. 14 of the New Mexico Constitution, known as the "anti-donation" clause.

☐ I hereby certify that all representations and warranties made in the Agreement remain true, accurate, and complete as of the date of this request, and will continue to be so throughout the term of the Agreement. I acknowledge that these representations and warranties are a material inducement for the Department to approve this pay request.

Emily K. Oster

Grantee Fiscal Officer or **Fiscal Agent** *(if applicable)*

Printed Name

Date: _____

Grantee Representative

Printed Name

Date: _____

(State Agency Use Only)

Vendor Code: _____ Fund No.: _____ PO # _____ Loc No.: _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

ASD Officer Date

Division Grant Manager Date

Revised 7/2025

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EXHIBIT B

Notice of Department's Obligation Form

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT B

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, Grant Manager

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: $ 0.00

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: Grant Manager

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

Revised 7/2025

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OPTIONAL EXHIBIT C
SPECIAL CONDITIONS

The capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard State capital outlay appropriations and assets acquired with such appropriations.

This Capital Outlay Special Grant Condition(s) **Exhibit C** is necessary pursuant to § 6-3b-1 et seq., NMSA 1978 (Public Finance Accountability Act) and MAPS Fin 9.2, due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's FY[20XX] audit. The Special Conditions identified below apply to the authorized agent, [insert the Grantee or Fiscal Agent name].

Procurement - All purchases or contracts the Grantee enters that shall use funding from the Department capital appropriations grant must be approved by the Department prior to the initiation of implementing purchasing documents. The Grantee shall receive such prior approval via official correspondence from the Department, which may be through letter or email. The Grantee shall submit the following to the Department in pursuit of prior approval: purchasing policies and procedures, CFO certification, documentation of management and program approval, policies and procedures governing purchasing and contracting, a copy of the current procurement and contracting policies, and documentation regarding informing staff responsible for purchasing and contracting on such policies and procedures.

Budget - Provide documentation of approval of your current budget from DFA Local Government or other authoritative agency. Provide policies and procedures on who is responsible for and how annual budgets (expenditures and revenue) are established, monitored and adjusted. Provide a corrective action plan on how budget issues identified in your audit will be/have been addressed. Also include documentation on how staff responsible for budgeting is informed on budget policies and procedures.

Capital Assets - Provide a complete list of inventory including inventory control numbers and current location. Provide policies and procedures on capital assets and inventory and specify how the proposed purchased items will be included, tagged, and tracked in capital asset inventory. Also include documentation on how staff responsible for capital assets is informed on capital asset policies and procedures.

Travel and Per Diem - Provide policies and procedures on travel and per diem. Also include how staff who travel and those responsible for travel reimbursement are informed on travel and per diem policies and procedures.

Timely Audits – Provide policies and procedures on annual audits. Provide documentation on how and who is responsible for insuring that annual audits are completed timely. Also include documentation on how staff responsible for the annual audit is informed on audit policies and procedures.

Cash Management – policies and procedures on cash management of federal funds. Provide procedures used to draw and disburse federal funds. Provide procedures to reconcile draw amounts, deposits and disbursements; and to prepare federal cash reporting documents to ensure compliance with federal regulations.

The <Grantee> was required to, and has provided sufficient documentation regarding [insert specific names of the Special Condition(s)], as referenced in the <Grantee>'s [20XX] Audit file. Therefore, the criteria to enter into this agreement have been met.

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EXHIBIT D

Project Budget Worksheet *

*(Provided separately when grant agreement issued to Grantee)

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Exhibit E

Data Sharing Provisions for New Mexico Capital Outlay Agreements

I. Introduction:

This Data Sharing Provisions Exhibit ("Exhibit") is incorporated into the New Mexico Capital Outlay Agreements ("Agreements") between the State of New Mexico ("State") and [Insert Partner Name] ("Partner"). This Exhibit outlines the terms and conditions under which data will be shared between the Parties to ensure compliance with New Mexico state laws and regulations, focusing on data privacy, security, and compliance.

II. Definitions:

a. Authorized User: An employee, agent, assign, representative, independent contractor, or other person or entity authorized by Partner or State to access, use, or disclose information through this exhibit.

b. Confidential Information: All data or information shared in confidence, with the expectation that it will not be disclosed in an identifiable form. This includes data that is exempt from public disclosure under the New Mexico Inspection of Public Records Act (§ 14-2-1 et seq. NMSA 1978) or other relevant laws.

c. Data Storage: Electronic media that hold recorded information.

d. Data Transmission: The process of moving information over a network from its source to one or more destinations.

e. Direct Identifier: Records or data containing personal identifiers such as names, addresses, and social security numbers.

f. Disclosure: Permission to access, release, transfer, or otherwise communicate confidential information by any means to any third party, except as authorized by the Party that controls the record.

g. Encryption involves using algorithms to encode data, rendering it unreadable without a specific key. It may be necessary during data transmission and/or storage.

h. Information: Any data, figures, statistics, or other facts provided or learned about someone or something, including Confidential Information, that may be legally transmitted under this Exhibit.

i. Limited Dataset: A data file that omits Direct Identifiers.

j. Protected Personally Identifiable Information: Sensitive personal details such as social security numbers and financial account numbers, with specific exclusions as outlined in the Agreements.

III. Purpose:

The purpose of this exhibit is to promote transparency, facilitate information sharing between the parties, support better policy and decision-making, and enhance public services through collaborative

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data analysis from various sources.

IV. Use of Information:

a. Use of Information obtained or created under this exhibit shall be strictly limited to the purposes stated herein and in the agreements. The parties agree not to sell Information to third parties or use it for commercial, solicitation, or political purposes.

b. Each Party shall serve as the custodian of the Information and comply with all conditions for its use, including security measures to prevent unauthorized access.

c. The Parties shall follow all relevant federal and state laws and regulations governing the use of such Information.

V. Safeguarding Information:

a. Confidentiality: Access to Confidential Information shall be limited to the minimum necessary to accomplish the purposes of this Exhibit. Authorized Users must adhere to the confidentiality requirements.

b. Security: Security practices shall comply with the requirements of the New Mexico Department of Information Technology Act and related regulations. The Parties agree to notify each other within three business days of any suspected or actual security breach.

c. Information Storage and Transmission: Data Storage and Transmission shall take place on an encrypted server with appropriate security controls.

VI. Re-Disclosure of Information:

The Parties agree not to disclose Information except as required by law or with prior written approval of the other Party. If there is a public records request, the Party receiving it shall notify the other Party within three business days.

VII. Ownership of Information:

Legal title to Information shall remain with the provider. The Partner grants the State a royalty-free, non-exclusive, non-transferable license to use the Information in furtherance of the purposes outlined in this Exhibit.

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

ERIKA LUJAN
ERIKA LUJAN (Nov 24, 2025 08:26:17 MST)

Date of Request: 01/02/2023 REQ TO UPDATE 11/3/25

Project Title: Kitchen Angels - Facility Improvements

Project Type: ☑ CIP ☑ Grant ☐ Internal Tracking

Project ID: COM2434501
Grant ID: S-2419 /S2628
Approved By: CAJ 11/3/24
Entered By: CMT (Finance Use Only)

Department: Public Works Project Manager: Regina Wheeler/David Chapman Ext: 505-690-4197 RW
505-660-2619 DC

Project Date Range: 01/01/2024 to ~~06/30/25~~ 6/30/2027 ☑ Create Fixed Asset

☐ Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: NM DFA 21-F2899 % of Funding: 100%

MUNIS ORG: 3459981 MUNIS OBJ: 490210 Awarded Amount: $250,000

Funding Source: DFA CAP J4368 REAUTH OF 21F2899 % of Funding:

MUNIS ORG: 3459981 MUNIS OBJ: 490210 Awarded Amount: 119606.99

Expense String Phase:

A project must have at least one phase identified, this can be used as an additional level of tracking, for example, CIP - Design, Construction, etc. For Grants can be used as reimbursable types, such as transportation, salaries.

(You can create more than one phase and you can default MUNIS ORGs and OBJs, optional)

Phase: Construction MUNIS ORG: 3459981 MUNIS OBJ: 572970

Phase: MUNIS ORG: MUNIS OBJ:

Phase: MUNIS ORG: MUNIS OBJ:

Contract number: Comments/Other:

GRANTS ONLY: REAUTHORIZATION OF 21F2899: NEW DFA CAP# IS 25-J4368: $119606.99 EXPIRES 6/30/2027

Grantor Name: 21-F2899 NMDFA-CAP APPROPRIATION Awarded Amount: 250,000.00

AR Charge Code: 3459981.490210 ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: DFA-70007 Federal CFDA (if applicable): N/A

(If grants please provide all grant award documents with form) ☑ Attached Grant Documentation

GB Packet_Grant 25-J4368_Kitchen Angels Reauth_$119,607K

Final Audit Report 2025-11-17

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Agreement completed.

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CITY OF SANTA FE

Date: November 18, 2025

To: Governing Body

From: Tim Farrell, Interim Facilities Division Director Timothy Farrell

Via: Sam Burnett, Interim Public Works Department Director JOHN BURNETT (Nov 19, 2025 17:51:46 MST)
Brian Moya, Fire Chief BRIAN MOYA

Subject: Capital Appropriation Agreement Project 25-J4366 for Fire Station Facilities

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ACTION:
Request for Approval of Capital Appropriation Grant Agreement with New Mexico Department of Finance and Administration for Project 25-J4366 Improvements to Fire Station Facilities in the Total Amount of $247,500 with a Reversion Date of June 30, 2028. (Tim Farrell, Interim Facilities Division Director, tgfarrell@santafenm.gov)

Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $247,500 to FY26 Revenue and Facilities WIP Construction for Improvements to Fire Station Facilities.

BACKGROUND AND SUMMARY:
The City of Santa Fe has been awarded Capital Appropriation Project 25-J4366 in the amount of $247,500 to plan, design, construct, renovate, furnish, and equip fire station facilities in Santa Fe. The Facilities Division is working with the Fire Department to identify necessary improvements to existing fire station facilities.

This appropriation does not require an allocation for Art in Public Places (AIPP) and the total of $247,500 is available for project budget allocation. All funds are expected to be expended prior to the June 30, 2028, reversion date.

The Agreement designates Mayor Alan Webber as the official representative in all matters related to the project and requires Governing Body review and approval.

ATTACHMENTS:
Grant Agreement NMDFA 25-J4366
PLID Form
BAR

NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT
CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Department of Finance & Administration, 407 Galisteo Street, Santa Fe, NM 87501, ("**Department**") and the City of Santa Fe, ("**Grantee**") (individually "**Party**" and collectively "**Parties**"). This Agreement shall be effective as of the date the Department executes it ("**Effective Date**").

WITNESSETH

WHEREAS, in the Laws of 2025, Chapter 158, Section 368, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of funds from this appropriation, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

AGREEMENT

I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION

A. **25-J4366** ("**Project**") 6/30/2028 ("**Reversion Date**"). Laws of 2025, Chapter 158, Section 368, Two Hundred Forty-Seven Thousand Five Hundred Dollars And No Cents, $247,500.00, The unexpended balance of the appropriation to the local government division in Subsection 492 of Section 28 of Chapter 66 of Laws 2024 to plan, design, construct, furnish and equip fire station 2, including related infrastructure, in Santa Fe in Santa Fe county shall not be expended for the original purpose but is changed to plan, design, construct, renovate, furnish and equip fire station facilities in Santa Fe in Santa Fe county..

B. Grantee's total reimbursements shall not exceed $247,500.00 Two Hundred Forty-Seven Thousand Five Hundred Dollars And No Cents, ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, $0.00 Zero Dollars and No Cents, which equals $247,500.00 Two Hundred Forty-Seven Thousand Five Hundred Dollars And No Cents ("**Adjusted Appropriation Amount**").

C. In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I, the language of the laws cited herein shall control.

The information contained in Article I is referred to collectively as the "**Project Description**."

II. DISBURSEMENT LIMITATION

A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying expected expenditures per milestone (collectively, "**Project Budget**"). The Department shall review and approve the Project Budget by approving a Notice of Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a sample of which is attached hereto as **Exhibit B** and incorporated herein by reference. After receipt of approved Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:

a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
b. The total amount received by Grantee shall not exceed the lesser of:
    i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
    ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third Party Obligation(s); and
c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, and execution of binding written obligations or purchase orders with third-party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project ("**Third Party Obligations**"); and
d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
e. In the event capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
    i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
    ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.

B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(e) (i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and

C. Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation, and request the Third Party to begin work after issuance of a Notice of Obligation by the Department.
b. Grantee acknowledges and agrees that any Third Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.

c. Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is incorporated herein and attached hereto as **Exhibit B**.

D. Grantee shall provide all necessary qualified personnel, materials, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit C**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit C** from time to time without the need for a formal amendment of this Agreement.

F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.

G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

III. NOTICES

The following provisions shall apply whenever written notices, including written decisions, are to be given or received related to this Agreement.

A. The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: City of Santa Fe
Name: Alan Webber
Title: Mayor
Address: PO Box 909, Santa Fe, NM 87504
Email: mayor@santafenm.gov
Telephone: 505-955-6590

B. The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: City of Santa Fe
Name: Emily Oster

Title: Finance Director
Address: PO Box 909, Santa Fe, NM 87504
Email: ekoster@santafenm.gov
Telephone: 505-629-3411

C. The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division
Name: Daniel Catanach
Title: Grant Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe NM 87501
Email: danieln.catanach@dfa.nm.gov
Telephone: 505-231-6090

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of the email.

IV. TERM & DEADLINE TO EXPEND FUNDS

A. The term of this Agreement shall begin on the Effective Date and terminate on the 30th day of June during the calendar year of the Reversion Date unless Terminated Before Reversion Date ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.

a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third party does not qualify as an expenditure.

V. EARLY TERMINATION

A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:

a. Termination due to completion of the Project before the Reversion Date;
b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
c. Termination for violation of the terms of this Agreement; or

d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.

B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.

a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
    i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.
b. As used herein, "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:
    i. Deauthorization, reauthorization, or revocation of a prior authorization.

C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.

D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. Department, in its sole and absolute discretion, may provide written notice to Grantee to suspend entering into further obligations. Upon the receipt of such written notice by the Grantee:

a. Grantee shall immediately suspend entering into new or further written obligations with third parties;
b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
c. Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for a Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension.

a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
b. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(c).
c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

VII. AMENDMENTS

Unless expressly stated otherwise herein, this Agreement shall not be altered, changed, or amended except by an instrument in writing duly executed by both parties hereto with the same formalities as this agreement.

VIII. REPORTING

A. Database Reporting

a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.
b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit A** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement.
c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.
e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

i. request such additional information regarding the Project as it deems necessary; and
ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

B. Requests for Additional Information/Project Inspection

a. During the term of this Agreement and the Record Retention Period, the Department may:
   i. Request additional information regarding the Project as it deems necessary and
   ii. Conduct on-site inspections of the Project at reasonable times and upon reasonable notice.
b. Grantee shall respond to such requests for additional information within the time established by the Department.

IX. REQUEST FOR PAYMENT PROCEDURES

A. Grantee shall request payment by submitting the form attached hereto as **Exhibit A**. Payment requests are subject to the following procedures:

a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
   i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.
   ii. However, Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
   iii. The Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or in a shorter period than the Department may prescribe in writing.
   iv. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
   v. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.

B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.

C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:

a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or
b. Twenty (20) days from the date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date.

D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.

a. Department's authority to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department under this Agreement, at law, or in equity.

X. PROJECT CONDITIONS AND RESTRICTIONS

A. The following general conditions and restrictions shall apply to the Project:

a. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code.
b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
c. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable.
d. The Project must provide a public benefit above and beyond any incidental benefit to private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico.
e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.
    i. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger the Department's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.
f. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
    i. In accordance with all such laws, rules, and regulations, the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from participation in the Project, use of the Project, employment with Grantee, or otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.

g. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restriction, Grantee agrees to take appropriate steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

XI. REPRESENTATIONS AND WARRANTIES

A. Reliance by Department.
   a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.
   b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department in writing of any changes or inaccuracies in the representations and warranties contained herein.

B. Grantee hereby represents and warrants the following:

   a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.
   b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.
   c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee, Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.
   d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.
   e. Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign and submit Requests for Payment on behalf of Grantee.
   f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.
      i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.
      ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.
   g. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of the State, any agency, or body in connection with the awarding of any Third Party Obligation.

i. Grantee will require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements.

C. Consequences of False or Misleading Representations. If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:

a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.

D. Survival of Representations and Warranties. The representations and warranties made by the Grantee shall survive the Early Termination or expiration of this Agreement.

XII. PROJECT RECORDS

A. Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles and the State's Model Accounting Practices and, if feasible, maintain a separate bank account or fund with a separate organizational code to ensure separate budgeting and accounting of the funds.

B. For six (6) years following the Project's completion ("**Record Retention Period**"), Grantee shall maintain all Project-related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the Appropriated Amount from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department may prescribe.

C. Grantee shall make all Project records available to the Department, the Department's Independent Public Accountant, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department finds any funds were improperly expended, Grantee shall be required to reimburse the State all amounts found to be improperly expended.

XIII. IMPROPERLY REIMBURSED FUNDS

If the Department determines part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, after ten (10) days' notice to Grantee and the opportunity to return such funds to the Department, the Department may offset any funds due to Grantee from the State, until the Appropriation Amount is fully repaid.

XIV. 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 this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

XV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Parties concerning the subject matter hereof. The Agreement supersedes all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

XVI. REQUIRED NON-APPROPRIATIONS CLAUSE

A. Grantee acknowledges and agrees to include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

   a. "The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico ("**Legislature**") for the performance of this Agreement.
   b. If the Legislature does not make sufficient appropriations and authorization, City of Santa Fe may immediately terminate this Agreement by giving Contractor written notice of such termination.
   c. The City of Santa Fe's decision as to whether sufficient appropriations are available shall be final and accepted by the Contractor. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Santa Fe or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Santa Fe or the State Department of Finance and Administration."

XVII. REQUIRED TERMINATION CLAUSE

A. Grantee acknowledges and agrees to include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

   a. "This contract is funded in whole or in part by funds made available by the State of New Mexico ("**State**"). Should the State terminate its Agreement with the City of Santa Fe, the City of Santa Fe may terminate this contract immediately by providing Contractor written notice of such termination.
   b. In the event of termination pursuant to this paragraph, the City of Santa Fe's only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date."

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

A. Throughout the term of this Agreement, Grantee shall:

a. Submit all reports of annual audits and agreed-upon procedures required by § 12-6-3(A)-(B), NMSA 1978 by the due dates established in § 2.2.2 NMAC, reports of which must be a public record pursuant to § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;
b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State's Model Accounting Principals to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.

B. In the event Grantee fails to comply with the requirements of subparagraph A of this Article XVIII, Department may take one or more of the following actions:

a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
b. Require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
    i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit C**, upon notice to Grantee, without need for formal amendment of this Agreement;
    ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("**SBOF**"), an entity separate and distinct from the Department.

a. Grantee acknowledges and agrees:
    i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
    ii. Department's failure to inform Grantee of an SBOF-imposed condition does not affect the validity or enforceability of the condition;
    iii. The SBOF may in the future impose further or different conditions upon the Project;
    iv. All SBOF conditions are attached to the Project and Appropriation Amount without the need for formal amendment of this Agreement;
    v. All applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s) and
    vi. The Department's obligation to reimburse Grantee from the Project is expressly contingent upon the satisfaction of the then-current SBOF conditions.

B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't proceed sufficiently.

   a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.
   b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this Agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

XX. GENERAL PROVISIONS

A. Assignment: Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.

C. Binding Effect: Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority: Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References: The captions and headings in this Agreement are for the convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts: This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute the same agreement.

G. Digital Signatures: If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

H. Modification: Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed and approved in accordance with applicable New Mexico law and State fiscal policies and rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the State.

I. Statutes, Regulations, Fiscal Rules, and Other Authority: Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.

J. External Terms and Conditions: Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

K. Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.

L. Survival of Certain Agreement Terms: Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

M. Third Party Beneficiaries: Except for the Parties' respective successors and assigns described in this Agreement, it does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.

N. Waiver: A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

O. Standard and Manner of Performance: Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Grantee's industry, trade, or profession.

P. Licenses, Permits, and Other Authorizations: Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement and shall ensure that all employees, agents, and subcontractors secure and maintain at all times during the term of their employment, agency or subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

Q. Publicity: Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**" means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.

a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department in advance with respect to all Public Relations, all communications with media, or all communications with any other member of the public with respect to this agreement, except to acknowledge that an agreement does exist.
b. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.

R. Data Sharing: The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State's organizational, policy-making, and management of public resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.

a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.

S. Venue and Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to any conflict of law provisions. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the district courts located in Santa Fe, New Mexico. The Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such suit, action, or proceeding. The Parties waive any objection to the laying of the venue of any such suit, action, or proceeding in the district courts of Santa Fe, New Mexico, and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]
[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Department's date of execution.

APPROVED BY DEPARTMENT:

Cabinet Secretary, Wayne Propst:

Signature Date

Chief Financial Officer, Mackie Romero:

Signature Date

Local Government Division Director, Cecilia Mavrommatis:

Signature Date

AS TO LEGAL FORM AND SUFFICIENCY

General Counsel's Office:

Signature

(Print Name) (Title)

APPROVED BY GRANTEE:

Entity Name

Official with Authority to Bind Grantee:

Signature

(Print Name) (Title)

Date

ATTEST:

Signature

(Title)

(Print Name)

Date

Fiscal Officer or Chief Financial Officer:

Emily K. Oster

Signature

(Print Name) (Title)

Date

As To Legal Form And Sufficiency

Kevin L. Nault

Kevin L. Nault (Oct 2, 2025 17:45:33 MDT)

Signature

Kevin L. Nault Assistant City Attorney

(Print Name) (Title)

Oct 2, 2025

Date

EXHIBIT A

Request for Payment Form and Certification

STATE OF NEW MEXICO
GRANT APPROPRIATION
Request for Payment Form
Exhibit A

I. Grantee Information (Must match your DFA Substitute W-9 Form)

A. Grantee: _____
B. Address: _____
(Complete Mailing, including Suite, if applicable)
_____
City, State, Zip
C. Contact Name/Phone #: _____
D. Grant No: _____
E. Project Title: _____
F. Grant Expiration Date: _____

II. Payment Computation

A.	Payment Request No.	
B.	Grant Amount:	$ 0.00
C.	AIPP Amount *(If Applicable)*:	$ 0.00
D.	Funds Requested to Date:	$ 0.00
E.	Amount Requested this Payment:	
F.	Reversion Amount *(if applicable)*:	$ 0.00
G.	Grant Balance:	$ 0.00

H. ☐ Final Request for Payment *(if applicable)*

III. Fiscal Year : 2026 (July 1, 2025-June 30, 2026)

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. Certifications

☐ I hereby certify that all conditions and requirements for Payments outlined in the Agreement have been met, including but not limited to:
a. Submission and approval of a Project Budget as per Article IV, Section A of the Agreement.
b. Compliance with the Project Budget and expenditure of funds in accordance with the State Procurement Code and the State's Model Accounting Practices.
c. Submission of supporting documentation as required by the Agreement.
d. Maintenance of all necessary records and documentation as stipulated in the Agreement.

☐ I attest that the information provided is correct; expenditures are properly documented and valid or actual receipts, and that the activity fully complies with Article IX, Sec. 14 of the New Mexico Constitution, known as the "anti-donation" clause.

☐ I hereby certify that all representations and warranties made in the Agreement remain true, accurate, and complete as of the date of this request, and will continue to be so throughout the term of the Agreement. I acknowledge that these representations and warranties are a material inducement for the Department to approve this pay request.

Emily K. Oster

Grantee Fiscal Officer or **Fiscal Agent** *(if applicable)*

Printed Name

Date: _____

Grantee Representative

Printed Name

Date: _____

(State Agency Use Only)

Vendor Code: _____ Fund No.: _____ PO # _____ Loc No.: _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

ASD Officer Date

Division Grant Manager Date

Revised 7/2025

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EXHIBIT B

Notice of Department's Obligation Form

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT B

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, Grant Manager

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: $ 0.00

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: Grant Manager

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

Revised 7/2025

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OPTIONAL EXHIBIT C
SPECIAL CONDITIONS

The capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard State capital outlay appropriations and assets acquired with such appropriations.

This Capital Outlay Special Grant Condition(s) **Exhibit C** is necessary pursuant to § 6-3b-1 et seq., NMSA 1978 (Public Finance Accountability Act) and MAPS Fin 9.2, due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's FY[20XX] audit. The Special Conditions identified below apply to the authorized agent, [insert the Grantee or Fiscal Agent name].

Procurement - All purchases or contracts the Grantee enters that shall use funding from the Department capital appropriations grant must be approved by the Department prior to the initiation of implementing purchasing documents. The Grantee shall receive such prior approval via official correspondence from the Department, which may be through letter or email. The Grantee shall submit the following to the Department in pursuit of prior approval: purchasing policies and procedures, CFO certification, documentation of management and program approval, policies and procedures governing purchasing and contracting, a copy of the current procurement and contracting policies, and documentation regarding informing staff responsible for purchasing and contracting on such policies and procedures.

Budget - Provide documentation of approval of your current budget from DFA Local Government or other authoritative agency. Provide policies and procedures on who is responsible for and how annual budgets (expenditures and revenue) are established, monitored and adjusted. Provide a corrective action plan on how budget issues identified in your audit will be/have been addressed. Also include documentation on how staff responsible for budgeting is informed on budget policies and procedures.

Capital Assets - Provide a complete list of inventory including inventory control numbers and current location. Provide policies and procedures on capital assets and inventory and specify how the proposed purchased items will be included, tagged, and tracked in capital asset inventory. Also include documentation on how staff responsible for capital assets is informed on capital asset policies and procedures.

Travel and Per Diem - Provide policies and procedures on travel and per diem. Also include how staff who travel and those responsible for travel reimbursement are informed on travel and per diem policies and procedures.

Timely Audits – Provide policies and procedures on annual audits. Provide documentation on how and who is responsible for insuring that annual audits are completed timely. Also include documentation on how staff responsible for the annual audit is informed on audit policies and procedures.

Cash Management – policies and procedures on cash management of federal funds. Provide procedures used to draw and disburse federal funds. Provide procedures to reconcile draw amounts, deposits and disbursements; and to prepare federal cash reporting documents to ensure compliance with federal regulations.

The <Grantee> was required to, and has provided sufficient documentation regarding [insert specific names of the Special Condition(s)], as referenced in the <Grantee>'s [20XX] Audit file. Therefore, the criteria to enter into this agreement have been met.

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EXHIBIT D

Project Budget Worksheet *
*(Provided separately when grant agreement issued to Grantee)

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Exhibit E

Data Sharing Provisions for New Mexico Capital Outlay Agreements

I. Introduction:

This Data Sharing Provisions Exhibit ("Exhibit") is incorporated into the New Mexico Capital Outlay Agreements ("Agreements") between the State of New Mexico ("State") and [Insert Partner Name] ("Partner"). This Exhibit outlines the terms and conditions under which data will be shared between the Parties to ensure compliance with New Mexico state laws and regulations, focusing on data privacy, security, and compliance.

II. Definitions:

a. Authorized User: An employee, agent, assign, representative, independent contractor, or other person or entity authorized by Partner or State to access, use, or disclose information through this exhibit.

b. Confidential Information: All data or information shared in confidence, with the expectation that it will not be disclosed in an identifiable form. This includes data that is exempt from public disclosure under the New Mexico Inspection of Public Records Act (§ 14-2-1 et seq. NMSA 1978) or other relevant laws.

c. Data Storage: Electronic media that hold recorded information.

d. Data Transmission: The process of moving information over a network from its source to one or more destinations.

e. Direct Identifier: Records or data containing personal identifiers such as names, addresses, and social security numbers.

f. Disclosure: Permission to access, release, transfer, or otherwise communicate confidential information by any means to any third party, except as authorized by the Party that controls the record.

g. Encryption involves using algorithms to encode data, rendering it unreadable without a specific key. It may be necessary during data transmission and/or storage.

h. Information: Any data, figures, statistics, or other facts provided or learned about someone or something, including Confidential Information, that may be legally transmitted under this Exhibit.

i. Limited Dataset: A data file that omits Direct Identifiers.

j. Protected Personally Identifiable Information: Sensitive personal details such as social security numbers and financial account numbers, with specific exclusions as outlined in the Agreements.

III. Purpose:

The purpose of this exhibit is to promote transparency, facilitate information sharing between the parties, support better policy and decision-making, and enhance public services through collaborative

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data analysis from various sources.

IV. Use of Information:

a. Use of Information obtained or created under this exhibit shall be strictly limited to the purposes stated herein and in the agreements. The parties agree not to sell Information to third parties or use it for commercial, solicitation, or political purposes.

b. Each Party shall serve as the custodian of the Information and comply with all conditions for its use, including security measures to prevent unauthorized access.

c. The Parties shall follow all relevant federal and state laws and regulations governing the use of such Information.

V. Safeguarding Information:

a. Confidentiality: Access to Confidential Information shall be limited to the minimum necessary to accomplish the purposes of this Exhibit. Authorized Users must adhere to the confidentiality requirements.

b. Security: Security practices shall comply with the requirements of the New Mexico Department of Information Technology Act and related regulations. The Parties agree to notify each other within three business days of any suspected or actual security breach.

c. Information Storage and Transmission: Data Storage and Transmission shall take place on an encrypted server with appropriate security controls.

VI. Re-Disclosure of Information:

The Parties agree not to disclose Information except as required by law or with prior written approval of the other Party. If there is a public records request, the Party receiving it shall notify the other Party within three business days.

VII. Ownership of Information:

Legal title to Information shall remain with the provider. The Partner grants the State a royalty-free, non-exclusive, non-transferable license to use the Information in furtherance of the purposes outlined in this Exhibit.

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 10/27/2025

Project Title: Fire Station Facilities Improvements

Project Type: ☑ CIP ☑ Grant ☐ Internal Tracking

Project ID: CIP2432001
Grant ID: S2430/S2559
Approved By: ERIKA LUJAN (Oct 28, 2025 12:50:16 MDT)
CMT (Finance Use Only)

Department: Public Works Project Manager: Various PMs Ext: 5930

FORM SUBMITTED BY D CALABAZA

Project Date Range: 10/27/2025 to 06/30/2028 ☐ Create Fixed Asset

---

☐ Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: NMDFA 25-J4366 % of Funding: 100 ERIKA LUJAN (Nov 24, 2025 08:27:08 MST)

MUNIS ORG: 3209980 MUNIS OBJ: ~~490150~~ 490210 Awarded Amount: $247,500

Funding Source: NMDFA 25-J4367 % of Funding:

MUNIS ORG: 3209980 MUNIS OBJ: 490210 Awarded Amount: $3,955,050.00

Expense String Phase:

A project must have at least one phase identified, this can be used as an additional level of tracking, for example, CIP - Design, Construction, etc. For Grants can be used as reimbursable types, such as transportation, salaries.

(You can create more than one phase and you can default MUNIS ORGs and OBJs, optional)

Phase: Construct MUNIS ORG: 3209980 MUNIS OBJ: 572970

Grants Only (list all grants if applicable): GRANTS/PROJECT WERE COMBINED PER HC REQUEST 2/10/25

Grantor Name: REAUTHORIZED 25J4366 (OLD 24-13134) Awarded Amount: 247,500.00

AR Charge Code: 3209980.490210 ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 700007 Federal CFDA (if applicable): N/A

Grantor Name: REAUTHORIZED 25J4367 (OLD 23H3201) Awarded Amount: 3,955,050.00

AR Charge Code: 3209980.490210 ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 700007 Federal CFDA (if applicable): N/A

(If grants please provide all grant award documents with form) ☑ Attached Grant Documentation

Log # *{Finance use only}*:	
Journal # *{Finance use only}*:	

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
Public Works / Facilities	11/17/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Construction	3209980	572970	CIP2432001	247,500	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
NMDFA 25-J4366 - Fire Station Facilities	3209980	490210	CIP2432001	(247,500)	
				$ -	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

DFA Grant Award 25-J4366 For Fire Station Facilities Improvements in the total amount of $247,500

Reversion date 6/30/2028

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	**0**

De Alva Calabaza — 11/17/2025
Prepared By *{print name}* — Date

Carol Svenson
Business Operations Manager Signature — Date

JOHN BURNETT (Nov 19, 2025 17:51:46 MST)
Department Director Signature — Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

Packet GB_Grant 25-J4366 Fire Stations $250k

Final Audit Report 2025-11-20

Created:	2025-11-19
By:	Elizabeth Kahahane (elkahahane@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA3PhKZ3WOKXBN4GTMsTcqX-vJML81p0d9

"Packet GB_Grant 25-J4366 Fire Stations $250k" History

Document created by Elizabeth Kahahane (elkahahane@santafenm.gov)
2025-11-19 - 5:48:48 PM GMT- IP address: 63.232.20.2

Document emailed to Timothy Farrell (tgfarrell@santafenm.gov) for signature
2025-11-19 - 5:51:24 PM GMT

Email viewed by Timothy Farrell (tgfarrell@santafenm.gov)
2025-11-19 - 9:30:40 PM GMT- IP address: 104.47.65.254

Document e-signed by Timothy Farrell (tgfarrell@santafenm.gov)
Signature Date: 2025-11-19 - 9:31:13 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to BRIAN MOYA (bjmoya@santafenm.gov) for signature
2025-11-19 - 9:31:15 PM GMT

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2025-11-19 - 9:31:28 PM GMT- IP address: 174.218.25.211

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Signature Date: 2025-11-19 - 9:31:49 PM GMT - Time Source: server- IP address: 174.218.25.211

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2025-11-19 - 9:31:52 PM GMT

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2025-11-19 - 10:13:10 PM GMT- IP address: 63.232.20.2

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Signature Date: 2025-11-19 - 10:14:19 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to JOHN BURNETT (jsburnett@santafenm.gov) for signature
2025-11-19 - 10:14:21 PM GMT

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2025-11-19 - 10:14:26 PM GMT- IP address: 62.10.205.21

Document e-signed by JOHN BURNETT (jsburnett@santafenm.gov)

Signature Date: 2025-11-20 - 0:51:46 AM GMT - Time Source: server- IP address: 174.240.18.27

Agreement completed.

2025-11-20 - 0:51:46 AM GMT

Powered by
Adobe
Acrobat Sign

GB Packet_Grant 25-J4366 Fire Stations $250k - for GRANTS sigs

Final Audit Report 2025-11-24

Created:	2025-11-21
By:	Elizabeth Kahahane (elkahahane@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAsWwL9mFssQFrmnfBoLSTXTnK60aBC0UL

"GB Packet_Grant 25-J4366 Fire Stations $250k - for GRANTS sigs" History

Document created by Elizabeth Kahahane (elkahahane@santafenm.gov)
2025-11-21 - 4:11:30 PM GMT- IP address: 63.232.20.2

Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2025-11-21 - 4:15:32 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2025-11-21 - 6:05:06 PM GMT- IP address: 104.47.65.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2025-11-21 - 6:05:38 PM GMT - Time Source: server- IP address: 63.232.20.2

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2025-11-24 - 3:26:51 PM GMT- IP address: 104.47.65.254

Document e-signed by ERIKA LUJAN (evlujan@santafenm.gov)
Signature Date: 2025-11-24 - 3:27:08 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2025-11-24 - 3:27:10 PM GMT

Document e-signed by EMILY OSTER (ekoster@santafenm.gov)
Signature Date: 2025-11-24 - 5:49:48 PM GMT - Time Source: server- IP address: 63.232.20.2

Powered by Adobe Acrobat Sign

Agreement completed.

2025-11-24 - 5:49:48 PM GMT

CITY OF SANTA FE

The Purchasing Memo

Date: October 1, 2025

To: Governing Body, Finance Committee, and Public Works & Utilities Committee

From: P. Fred Heerbrandt, P.E., Engineer Supervisor P. Fred Heerbrandt, P.E.

Via: Michael Dozier, Director, Wastewater Management

Via: Jesse Roach, Interim PUD Department Director Jesse Roach
Jesse Roach (Oct 8, 2025 09:00:18 MDT)

Subject: AMENDMENT #1-Calle Mejia Sanitary Sewer Pipe Bursting Rehab Project

Vendor Name: SKE Contractors, LLC

Munis Vendor Number: 10552

ITEM AND ISSUE:

The Public Utilities Department respectfully requests your review and approval of Amendment #1 with SKE Contractors, LLC. for the Calle Mejia Collection System Rehabilitation Project. Amendment #1 increases the amount of compensation to remove and replace a concrete encased section of sewer that crosses an arroyo, by $113,915.40 for a total compensation of $3,388,943.60, including NMGRT, for a term of two years.

1. Approval of a Budget Adjustment Resolution (BAR) in the amount of $113,916 from the Wastewater Enterprise Fund to WIP Construction.

CONTRACT NUMBER:

The FY26 Munis contract number is 3250255.

BACKGROUND AND SUMMARY:

During the pipe bursting process a 300-foot section of 10” clay sewer line was discovered to be encased in concrete as it crossed the arroyo. The concrete encasement did not allow the pipe to be replaced using pipe bursting, so this 300’ section shall be excavated, removed and replaced with a 300’ section of ductile iron pipe encased in concrete. This open-trench replacement will result in additional costs. With existing credits from initial contracted work, the additional cost was reduced to $113,915.40.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: WWMD Enterprise Fund/Fund 500

Munis Org Name/Number: Wastewater – Capital Projects 5000375

Munis Object Name/Number: WIP Construction -572970

Budget Officer / Designee: Chris Parker for AJH _____ **Date:** 10/31/2025

Chris Parker for AJH (Oct 31, 2025 14:38:17 MDT)

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-127, Emergency

Chief Procurement Officer (CPO)/Designee: _____ **Date:** 10/31/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ **Yes** | ☒ **No**

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Treasury/Point of Sale Components included? ☐ **Yes** | ☒ **No**

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Vehicles included? ☐ **Yes** | ☒ **No**

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures included? ☐ **Yes** | ☒ **No**

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this an externally funded purchase? ☐ **Yes** | ☒ **No**

If yes, what is the issuing agency: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? ☐ **Yes** | ☒ **No**

Project Ledger Number: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

ATTACHMENTS:

Original Contract-Construction

Amendment 1

COI

Proposal-task order

Item #: _____
Munis Contract #: 3250255
Original Contract Item #: 24-0656
Emergency Determination

CITY OF SANTA FE, PUBLIC UTILITIES DEPARTMENT
AMENDMENT No. 1

Calle Mejia Sanitary Sewer Pipe Bursting Rehab Project

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE CONTRACT, dated November 21, 2024 (the "Contract"), between the City of Santa Fe (the "City") and SKE Contractors, LLC. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Contract, Contractor has agreed to provide all mobilization, equipment, labor, and materials for the rehabilitation of the sanitary sewer lines within or proximate to Calle Mejia, using pipe bursting methods.

B. Pursuant to Article 14 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

2. COMPENSATION.

Article 2, paragraph A of the Contract is amended to increase the amount by a total of $113,915.40 so that Article 2, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed as described in Exhibit “B” attached and incorporated herein, such compensation not to exceed three million one hundred and thirty-two thousand four hundred and seventy-two dollars and forty-two

cents ($3,132,472.42), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Contract shall be paid by the City to the Contractor, at the rate of 8.1875%. The Contract Total is determined as follows:

Base Bid (With CO #1) $ 3,132,472.42

Gross Receipts Tax (8.1875%) $ 256,471.18

Total including NMGRT $ 3,388,943.60

The total amount payable to the Contractor under this Contract, including Alternates (if needed) gross receipts tax and expenses, shall not exceed three million three hundred eighty-eight thousand nine hundred forty-three dollars and sixty cents, ($3,388,943.60) including NM gross receipts tax. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Contract shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Contract reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Contract being amended in writing prior to those services in excess of the total compensation amount being provided.

C. CONTRACT IN FULL FORCE.

Except as specifically provided in this Amendment, the Contract remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

_____
Alan Webber, MAYOR

DATE:_____

CONTRACTOR:
SKE Contractors, LLC.

Karl Eberhart
Karl Eberhart (Oct 1, 2025 16:29:21 CDT)
_____
Karl Eberhart, President

DATE: Oct 1, 2025
NMBTIN: _____

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Oct 1, 2025 15:29:56 MDT)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
_____
FINANCE DIRECTOR

Exhibit B

SKE Contractors, LLC
New Mexico Division
950 W. Cordova, Unit 415
Santa Fe, 87505

CHANGE ORDER PROPOSAL

Calle Mejia Sanitary Sewer Pipebursting Project

Date of Issuance:	9/29/2025	**CO Proposal No.:**	**1 revised**
Contractor:	SKE Contractors, LLC		
Designer:	N/A	**P.O. No.:**	**22601461**

Explanation:

This change order proposal encompasses the follov

Option 1 - Remove 330 feet of 10" VCP that is encased in conrete and replace with 12" Ductile iron with restrained joints encased in 30" of concrete through arroyo. CIP, all taxes and overhead included.

Description of Work	**Cost**	**Time**
1. Remove existing and replace with 12" Ductile iron, CIP (LS)	$ 105,294.42	21 Days
2. GRT tax	$ 8,620.98	Days
3.	$ -	Days
4.	$ -	Days
5.	$ -	Days

Please attach back-up documentation

Cost & Time Change Summary		**Cost**	**Time**
Original Contract:		$ 3,275,028.20	365 Days
Previous Change Order(s):		$ -	Days
Contract prior to this change order:		$ 3,275,028.20	365 Days
Net increase (decrease) from this change order		$ 113,915.40	Days
Revised Contract:		**$ 3,388,943.60**	**365** Days
Percent increase (decrease) this Change Order	3.5%		
Percent increase (decrease) all Change Orders	3.5%		

Contractor:

Name: Date:

2/27/25

Item #: **24-0656**
Munis Contract #: 3250255
SWPA/GSA/Coop/RFP/ITB #:
Emergency

CITY OF SANTA FE

CONSTRUCTION CONTRACT

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and SKE Contractors, LLC. hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

WHEREAS, the City, through its Governing Body, is authorized to enter into a construction Contract for the project; and

WHEREAS, the City has procured this Contract according to the established State and Local Purchasing procedures for contracts of the type and amount; and

The City and the Contractor hereby agree as follows:

1. Scope of Work

A. The Contractor shall perform the following work:

The Contractor shall perform all the work required by the Contract Documents. The work consists of furnishing all mobilization, equipment, labor and materials for the rehabilitation of sanitary sewer lines through pipe bursting methods as specified in the sewer line location plans and specifications and other incidental work and traffic control as required in the City of Santa Fe, New Mexico.

The contractor's attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over said item shall apply to the project throughout, and they will be deemed to be included in the contract documents the same as though herein written out in full.

The sanitary sewer line to be replaced is in Calle Mejia and proximate to the roadway and St. Frances Drive. The Project consists of installing approximately19,500 feet of twelve-inch diameter High Density Polyethylene (HDPE) pipe along the grade line of the existing ten-inch clay sewer pipe. The operation shall be conducted with a hydraulic or pneumatic pulling or pushing apparatus and a pipe expander or pipe reaming device. The pipe expander or reaming device shall be pushed or pulled through the existing pipe on grade, widening the existing pipe material for the insertion of the new pipe material.

SUBMITTALS

A. Submit all information, shop drawings, and product data as directed below to the owner's representative for review and approval.

B. Product Data:
    1. All pipe, fittings, and accessories to be used.
    2. The manufacturer's installation recommendations including the recommended allowable pulling force to prevent damage to the pipe.
    3. If HDPE is used, information indicating the interior color for the HDPE pipe.

C. Installation Procedure:
    1. The Contractor shall submit, in detail, the procedure and the steps to be followed for the installation of the pipe bursting system selected including, but not limited to:
        a) Traffic control plan.
        b) Layout, storage, and pipe handling areas.
        c) Plan for locating, exposing, and reconnecting service laterals.
        d) Bypass pumping plan.
        e) Point repair plan for removing sags, offset joints, constrictions, or obstructions.
    2. Any proposed changes in installation procedures shall require submittal of revised procedures and acceptance by the City.
D. Preconstruction Television Inspections.
E. Post-Construction Television Inspections.
F. Updated schedule of repairs for the segments included in the contract documents which are to be submitted after the preconstruction CCTV inspections have taken place and the segments reviewed for any modifications to the planned work.
G. Certificates:
    1. Affidavit of compliance with applicable standards.
    2. Test certificates.
    3. As requested, Certificates of Training for the processes used.

QUALITY ASSURANCE

A. The Contractor is responsible for the quality assurance and quality control of the Work.
B. Work shall be performed by a Contractor, with a proven record of performance for similar installations. Contractor shall submit the following:
    1. Contractor shall be experienced in the installation of HDPE sewer mains using the pipe bursting method of trenchless rehab for a minimum period of 5 years.
    2. Warranty:
        a) Terms: Standard Manufacturer's warranty.
        b) Contractor Warranty Period: Two year from City Acceptance.

PRODUCTS

HIGH DENSITY POLYETHYLENE (HDPE) PIPE

A. HDPE pipe for trenchless sewer line replacement shall be solid wall high density polyethylene (HDPE) pipe, meeting the requirements of ASTM F714, ASTM D1248, and ASTM D3350.
B. The pipe shall be manufactured from high density high molecular weight polyethylene resin and shall meet or exceed the requirements of ASTM D3350 for PE4710 material with a cell classification of 445474C, or better.
C. The minimum wall thickness of the HDPE shall meet the following:

1. 0-15 feet = SDR 17
2. >15 feet = SDR 15.5

D. The pipe shall have sufficient strength to withstand both service and installation loads.
E. The pipe and fitting manufacturer shall certify that samples of their production pipe have undergone stress regression testing, evaluation, and validation in accordance with ASTM D2837 and PPI TR-3. Under these procedures, the minimum hydrostatic design basis shall be certified by the pipe manufacturer to be 1600 psi at 73°F and 800 psi at 140°F.

MANHOLE ADAPTERS

A. Manhole adapters for pipes between 4 and 12 inches in diameter shall be Fernco Concrete Manhole Adapter or approved equal.

RE-ESTABLISHMENT OF SERVICE CONNECTIONS

A. Saddles:
   1. HDPE Pipe:
      a) Heat fusion saddles shall be made of polyethylene pipe that meets the minimum specified physical properties and is suitable for fusion welding.
      b) Fusion saddles shall be Branch Saddle as manufactured by Driscopipe, Miller, DuPont, or approved equal.
B. Compression Fit Connection:
   1. The connection shall be specifically designed for connection to the sewer main being installed.
   2. Service connection shall consist of a PVC hub, rubber sleeve and stainless-steel band. Rubber sleeve and gasket shall meet the requirements of ASTM F 477. Gaskets shall be installed by the manufacturer. The water-based solution provided by the manufacturer shall be used during assembly. Do not use pipe lube.
   3. Connection shall be Inserta Tee as manufactured by Inserta Fittings Co. or approved equal.
C. Non-Shear Flexible Coupling:
   1. Connections to existing service laterals shall be made using non-shear flexible couplings.
   2. All flexible couplings shall conform to ASTM Cl 173 and shall be as manufactured by Fernco Inc., MaxAdaptor or approved equal.

EXECUTION

INSTALLATION PROCEDURE

The Contractor shall submit, in detail, the procedure and the steps to be followed for the installation of the pipe bursting system selected, including location of insertion and launching pits, even if the process is named in the specification. All such instructions and procedures submitted shall be carefully followed during installation. Any proposed changes in installation procedures shall require submittal of revised procedures and acceptance by the City.

PIT LOCATIONS

Location and number of insertion or launching pits will be chosen by the Contractor and will typically be located near existing or proposed manholes, at logical breaks in the construction phasing, or at locations to comply with access or maintenance requirements.

EQUIPMENT

The Contractor shall utilize pipe bursting equipment with adequate pulling/pushing force to complete pulls in a timely manner. The Contractor shall provide equipment on the pulling mechanism to verify the pulling/pushing force exerted on the pipe does not exceed the manufacturer's recommendation for allowable pulling force to prevent damage to the pipe. Where the actual pulling force exceeds the allowable pulling force the Contractor shall take steps to reduce the pulling force necessary by either oversizing the cut or lubricating the outside pipe surface.

MINIMIZE NOISE IMPACTS

A. Means and methods should be employed and described in appropriate submittals to ensure that work of a high decibel volume is performed away from business and/or residential properties to the best extent possible. Such description shall include times and durations that are compatible with the neighborhood in which the work is being performed. No such work will be performed in the late afternoon, early evening or weekends unless described, submitted and approved in advance on projects that work outside of usual and customary hours has been previously approved.
B. Provide silencers or other approved devices to reduce machine noise, when it exceeds the City's noise ordinance.

PROTECTION

A. The Contractor shall provide protection for the general safety of workers, pedestrians and traveling public throughout this project. Existing surface improvements and underground facilities and utilities shall be the contractor's responsibility to protect and/or support. Damage caused by the Contractor shall be repaired at no expense to the City. Protection to be provided includes, but is not limited to:
    1. Barricades, warning lights and signs for excavations.
    2. The Contractor shall install all pulleys, rollers, bumpers, alignment control devices and other equipment to protect existing manholes, and to protect the pipe from damage during installation. Lubrication may be used as recommended by the manufacturer. Under no circumstances shall the pipes be stressed beyond their elastic limit.
    3. Do not allow sand, debris, or runoff to enter sewer system.
    4. Verify location of all underground utilities and facilities potentially impacted by rehabilitation or other activities and take necessary precautions to provide protection from damage. Damage caused by Contractor shall be Contractor's responsibility and repaired at Contractor's own expense, and at no additional cost to the City.
    5. Protect the new pipe and components during all phases of work, including hauling, installation, entry into the launching pit, and prevention of scarring or gouging of the pipe or components.

TELEVISION INSPECTION

A. The Contractor shall video (CCTV) inspect the sewer pipe.
B. Preconstruction Television Inspection: Pipe shall be inspected immediately prior to pipe bursting to verify the existing pipe conditions are acceptable for pipe bursting and to locate and verify all active service line connections. If existing pipe conditions are not acceptable for pipe bursting, contact the City. If there is a sag in the existing line, see paragraph SAGS IN LINE below.
C. Post-Construction Television Inspection: Contractor shall inspect the pipe after pipe bursting to locate and verify that all active service line connections were re-established.

D. Preconstruction and Post-Construction Television Inspection documentation shall be submitted to the City for review and acceptance of the Work.

SEWAGE BYPASS

When required for acceptable completion of pipe bursting, the Contractor shall provide for continuous sewage flow around the section(s) of pipe designated for the installation of replacement pipe. The pump and bypass lines shall be of adequate size and capacity to handle the flow. A backup pumping system shall be available on-site if the primary system fails.

SAGS IN LINE

A. If the Pre-Installation CCTV reveals an unidentified sag in the existing sewer, the Contractor shall inform the City and request direction. The city may require the Contractor to eliminate the sag and install new pipe at a uniform grade prior to pipe bursting the remaining portion of the pipe segment. If the sag has been identified in the Contract Documents, the Contractor shall address the sag as directed in the Contract Documents prior to pipe bursting.
B. If post-installation video (CCTV) inspection reveals a sag in the new line where none existed prior to the Work being performed, the Contractor shall remove or repair the sag at no additional cost to the City.

SERVICE LATERALS AND CONNECTIONS

A. Existing service connections shall be located and exposed before initiating sewer main replacement operations. All service laterals attached to the existing sewer shall be completely disconnected and isolated from the existing sewer before the pipe bursting operations. Service laterals shall not be reconnected to the new sewer line until the new line is installed. Any services remaining offline for more than 12 hours, or any connections deemed necessary by the City to protect the customer, shall be bypass pumped until such time that they can be reconnected.
B. Reconnection of service laterals to the installed pipe shall be accomplished using an approved method.

PIPE JOINING

A. HDPE Pipe:
    1. The HDPE pipe shall be assembled and joined at the site using the butt-fusion method conforming to ASTM D2657 to provide a leak proof joint. All equipment and procedures used shall be used in strict compliance with the manufacturer's recommendations. Fusing shall be accomplished by personnel certified as fusion technicians by a manufacturer of HDPE pipe and/or fusing equipment.
    2. The butt-fused joint shall be in true alignment and shall have uniform roll-back beads resulting from the use of proper temperature and pressure. The joint shall be allowed adequate cooling time before removal of pressure. The fused joint shall be watertight and shall have tensile strength equal to or greater than that of the pipe.
    3. All internal beads shall be removed after the cooling time using a suitable bead removal tool. Use of the bead removal tool shall not induce any slits, gouges or defects in the pipe wall. The beads shall be bent back at several positions. No evidence of the bead splitting shall be seen. If the bead is seen to split at any point, then the joint shall be cut from the pipeline and remade. If a similar defect recurs, all further production jointing shall cease

until the equipment has been thoroughly cleaned and examined. New trial joints shall be made and shown to be satisfactory.

4. All defective joints shall be cut out and replaced at no additional cost to the City. All joints shall be subject to acceptance by the City and/or his representative prior to insertion. Any section of the pipe with a gash, blister, abrasion, nick, scar, or other deleterious fault greater in depth than ten percent (10%) of the wall thickness, shall not be used and must be removed from the site. However, a defective area of the pipe may be cut out and joint fused in accordance with the procedures stated above. In addition, any section of the pipe having other defects such as concentrated ridges, discoloration, excessive spot roughness, pitting, variable wall thickness or any other defect of manufacturing or handling as determined by the City and/or his representative shall be discarded and not used.
5. The wall color of the interior pipe surfaces shall be light green or other color approved by the City so that a clear detail examination with CCTV inspection equipment may be made. Product data indicating the interior color to be used shall be submitted for review and approval.

HDPE PIPE RELAXATION AND COOLING

The installed pipe shall be allowed the manufacturer's recommended amount of time, but not less than four (4) hours, for cooling and relaxation due to tensile stressing prior to any reconnection of any service lines, sealing of the annulus or backfilling of the insertion pit. Four (4) inches to eight (8) inches of excess length of new pipe shall be allowed to protrude into the manhole.

MANHOLE SEALING

A. Existing Manholes:
   1. A manhole adapter shall be placed circumferentially on the replacement pipe and encased with a non-shrink grout to prevent infiltration into the manhole.
   2. The manhole adapter shall be installed in accordance with manufacturer's recommendations.
   3. Non-shrink grout shall be installed in accordance with Section 03370 - Sewer Manhole Construction.
B. New Manholes:
   1. Where new manholes are installed in conjunction with pipe bursting, the manhole shall be sealed in accordance with Section 03370 - Sanitary Sewer Manhole Construction.

FIELD QUALITY CONTROL

A. Prior to service line reinstatement, all pipelines shall be tested in accordance with City Standards.
B. If air testing is not possible, the Contractor shall notify the City for further direction.

PROTECTION OF WORK AND PROPERTY

A. The Contractor shall always safely guard the Owner's property from injury or loss in connection with this contract.
B. The Contractor will bear all costs if any damage occurs due to poor weather, etc., while excavation is open.
C. The Contractor will construct the project without any damage to adjacent property, sidewalks, street,

vegetation, etc., unless specifically called out on the drawings to be removed and/or removed and replaced. If damage does occur, Contractor will bear all costs of repair and restoration to its original state.

PUBLIC RELATIONS

The Contractor shall cooperate with the City's Authorized Representative in maintaining a high degree of sensitivity to the needs of property and residence owners along the routes at the various project sites. The use of door hangers and/or personal visits to each affected residence informing them of the Work at least two days prior to beginning the Work is required. The Contractor shall prepare a brief and concise Fact Sheet of the proposed closures for submittal to the City's Office of Public Affairs (505-955-6045) of the planned construction activities one week in advance of the construction activity. This shall also include information for a Fact Sheet regarding public health concerns and the construction process. The Contractor may be required to contact public/private agencies at the direction of the City's Office of Public Affairs. The Contractor shall provide the City's Authorized Representative with a copy of each Fact Sheet that is sent to the City's Office of Public Affairs. The preparation and delivery of the door hangers, visits, and Fact Sheet will not be a separate pay item but shall be considered incidental to the work in executing the construction contract.

2. Compensation

A. The City shall pay to the Contractor in full payment for services satisfactorily performed as described in Exhibit "A" attached and incorporated herein. such compensation not to exceed three million twenty-seven thousand one hundred and seventy-eight dollars ($3,027,178.00), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Contract shall be paid by the City to the Contractor, as follows:

The Unit Bid Contract Total is determined as follows:

Base Bid (OR BID ALTERNATE A)	$ 3,027,178
Gross Receipts Tax (8.1875%)	$ 247,850.20
Base Bid (OR BID ALTERNATE A) including NMGRT	$ 3,275,028.20

The total amount payable to the Contractor under this Contract, including Alternates (if needed) gross receipts tax and expenses, shall not exceed three million two hundred seventy-five thousand twenty-eight dollars and twenty cents, ($3,275,028.20) including NM gross receipts tax. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Contract shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Contract reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Contract being amended in writing prior to those services in excess of the total compensation amount being provided.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of

Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty 30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within twenty-one days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked.

D. If the City fails to pay the contractor within twenty-one days after receipt of an undisputed request for payment, the City shall pay interest to the contractor beginning on the twenty-second day after payment was due, computed at one and one-half percent of the undisputed amount per month or fraction of a month until the payment is issued. If the City receives an improperly completed invoice, the City shall notify the sender of the invoice within seven days of receipt in what way the invoice is improperly completed, and the owner has no further duty to pay on the improperly completed invoice until it is resubmitted as complete.

E. **Notice of Extended Payment Provision for Grant Funded Contracts**. This contract allows the City to make payment within 45 days after submission of an undisputed request for payment for contracts funded by grant money consistent with NMSA 1978, sec. 57-28-5(B).

3. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This contract shall terminate two (2) years from date of final signature. The City reserves the right to renew this contract on an annual basis by mutual agreement not to exceed a total of ten (10) years in accordance with NMSA 1978, Sections 13-1-150 through 152.

4. Termination

A. Grounds. The City may terminate this Contract for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. The Contractor may only terminate this Contract based upon the City's uncured, material breach of this Contract.

B. Notice; City Opportunity to Cure.

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 Contract upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty

(30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Contract may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Contract, the Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to Paragraph 5, "Appropriations," of this Contract.

C. Liability. Except as otherwise expressly allowed or provided under this Contract, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Contract. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS CONTRACT.*

5. Appropriations

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, this Contract shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor

The Contractor and its agents and employees are independent contractors performing construction services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Contract. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Construction Contract Performance and Payment Bond

A. When a construction contract is awarded in excess of twenty-five thousand dollars ($25,000), the following bonds or security shall be delivered to the City and shall become binding on the parties upon the execution of the contract. If the Contractor fails to deliver the required performance and payment bonds, the Contractor's bid shall be rejected, its bid security shall be enforced to the extent of actual damages. Award of the contract shall be made pursuant to the Procurement Code in the following manner:

(1) a performance bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract; and

(2) a payment bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the

United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract.

B. A subcontractor shall provide a performance and payment bond on a public works building project if the subcontractor's contract for work to be performed on a project is one hundred twenty-five thousand dollars ($125,000) or more.

8. Assignment

The Contractor shall not assign or transfer any interest in this Contract or assign any claims for money due or to become due under this Contract without the prior written approval of the City.

9. Subcontracting

The Contractor shall not subcontract any portion of the services to be performed under this Contract without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Contract, nor shall any subcontract obligate direct payment from the City.

10. Release

Final payment of the amounts due under this Contract shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Contract.

11. Confidentiality

Any confidential information provided to or developed by the Contractor in the performance of this Contract shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

12. Product of Service -- Copyright

All materials developed or acquired by the Contractor under this Contract shall become the property of the City and shall be delivered to the City no later than the termination date of this Contract. Nothing developed or produced, in whole or in part, by the Contractor under this Contract shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

13. Conflict of Interest; Governmental Conduct Act

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor’s representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor’s representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Contract or have become erroneous by reason of

new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

14. Amendment

A. This Contract shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

15. Change Orders

A. Changes. The Contractor may only make changes or revisions within the Scope of Work as defined by Article 1 and/or Exhibit 1 after receipt of written approval by the City Manager or his/her designee. Such change may only be made to Tasks or Sub-Task as defined in the Scope of Work. Under no circumstance shall such change affect the:

1) Deliverable requirements, as outlined in the Scope of Work;
2) Due date of any Deliverable, as outlined in the Scope of Work;
3) Compensation of any Deliverable, as outlined in the Scope of Work;
4) Contract compensation, as outlined in Article 2; or
5) Contract termination, as outlined in Article 4.

B. Change Request Process. In the event that circumstances warrant a change to accomplish the Scope of Work as described above, a Change Request shall be submitted that meets the following criteria:

1) The Project Manager shall draft a written Change Request for review and approval by the City Manager to include:
   (a) the name of the person requesting the change;
   (b) a summary of the required change;
   (c) the start date for the change;
   (d) the reason and necessity for change;
   (e) the elements to be altered; and
   (f) the impact of the change.

2. The City Manager shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) Business Days of receipt of the Change Request. All decisions made by the City Manager are final. Change Requests, once approved, become a part of the Contract, and become binding as a part of the original Contract.

16. Merger

This Contract incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written contract.

No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

17. Penalties for violation of law

NMSA 1978, sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

18. Equal Opportunity Compliance

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

19. Applicable Law

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, section 38-3-2. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

20. Workers Compensation

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Contract may be terminated by the City.

21. Other Insurance

If the services contemplated under this Contract will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Contract, the following insurance coverage(s), naming the City as additional insured.

A. Commercial General Liability insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. Business Automobile Liability insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

C. Broader Coverage and Limits. The insurance requirements under this Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Contract and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

22. Records and Financial Audit

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Contract's term and effect and retain them for a period of three (3) years from the date of final payment under this Contract. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments

23. Indemnification

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Contract, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Contract. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Contract is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

24. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act.

25. Invalid Term or Condition

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this

Contract shall not be affected and shall be valid and enforceable.

26. Enforcement of Contract

A party's failure to require strict performance of any provision of this Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Contract shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

27. Notices

Any notice required to be given to either party by this Contract shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City: P. Fred Heerbrandt, P.E.
73 Paseo Real
Santa Fe, NM 87507
pfheerbrandt@santafenm.gov

To the Contractor: Brent Costlow
44 Coyote Mountain Road
Santa Fe, NM 87505
Brent@ske1.net

28. Authority

If Contractor is other than a natural person, the individual(s) signing this Contract on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

29. Progress Payments

Based upon Application for Payment submitted to the City by the Contractor and Certificates for Payment issued by the City, the City shall make progress payments on account of the Contract sum to the Contractor as provided in the Contract documents for the period ending the last day of the month as follows:

Not later than twenty-one (21) days following the end of the period covered by the Application for Payment, one hundred percent (100%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the work and one hundred percent (100%) of the portion of the Contract sum properly allocable to materials and equipment suitably stored at the site or some other location agreed upon in writing for the period covered by the Application for Payment, less the aggregate of previous payments made by the City; and upon substantial completion of the entire work, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract sum, less such amounts as the City shall determine for all incomplete work and unsettled claims as provided in the Contract documents.

30. Final Payment

Final payment, constituting the entire unpaid balance of the Contract sum, unless it is a disputed payment, shall be paid by the City to the Contractor within twenty-one (21) calendar days, after all deficiencies to the Contract document that were noted during the Substantial Completion Inspection and listed on the attachment to

the Certificate of Substantial Completion have been corrected, and provided the Contract has been fully performed and a final Certificate for Payment has been issued by the City. In addition, the Contractor shall provide to the City a certified statement of Release of Lien (AIA Document G706A or approved form), Consent of Surety, Warranty from Prime Contractor, Warranties from Suppliers and Manufacturers, training sessions, equipment/operating manuals, and as-built drawings.

31. Schedule

The Contractor shall, within five (5) days after the effective date of Notice to Proceed, prepare and submit a progress schedule covering project operations for the 30-day Contract period. This progress schedule shall be of the type generally referred to as a Critical Path Method (CPM), Critical Path Schedule (CPS), and Critical Path Analysis (CPA), and other similar designations. The CPM shall be used to control the timing and sequences of the project. All work shall be done in accordance with the CPM Planning and Scheduling. A written statement of explanation shall be submitted with the progress schedule. All costs incurred by the contractor to implement the CPM shall be borne by the Contractor and are part of their Contract.

32. General and Special Provisions

A. Terms used in this Contract which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

B. An enumeration of the Contractor's General Comprehensive Liability Insurance requirements appears in the General Conditions of the Contract for construction. Insurance requirements are also described in the Instructions to the Bidder section of the Project Manual. Contractor shall maintain adequate insurance in at least the maximum amounts, which the City could be liable under the New Mexico Tort Claims Act and shall provide proof of such insurance coverage to the City. It is the sole responsibility of the Contractor to comply with the law.

C. This Contract shall not become effective until: (1) approved by the Governing Body; and (2) signed by all parties required to sign this Contract.

D. The Contractor shall maintain detailed time records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration and the State Auditor. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive illegal payments.

E. The Contractor warrants that the Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this Contract.

F. The Contractor hereby warrants that the Contractor complies with the Americans with Disabilities Act, 29 CFR 1630.

G. Gender, Singular/Plural. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

H. Captions and Section Headings. The captions and section headings contained in this Contract are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope, and conditions of this Contract.

I. Certificates and Documents Incorporated. All certificates and documentation required by the provisions of the Contract shall be attached to this Contract at the time of execution and are hereby incorporated by reference as though set forth in full in this Contract to the extent they are consistent with its conditions and terms.

J. Separability. If any clause or provision of this Contract is illegal, invalid or unenforceable under present or future laws effective during the term of this Contract, then and in that event, it is the intention of the parties hereto that the remainder of this Contract shall not be affected thereby.

K. Words and Phrases. Words, phrases, and abbreviations, which have well-known technical or trade meanings used in the Contract documents shall be used according to such recognized meaning. In the event of a conflict, the more stringent meaning shall govern.

L. Relationship of Contract Documents. The Contract Documents are complementary, and any requirement of one Contract Document shall be as binding as if required by all.

M. Pursuant to NMSA 1978, section 13-1-191, reference is hereby made to the Criminal Laws of New Mexico (including NMSA 1978, sections 30-14-1, 30-24-2, and 30-41-1 through 30-41-3) which prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code (NMSA 1978, sections 13-1-28 through 13-1-199) imposes civil and criminal penalties for its violation.

N. Pursuant to NMSA 1978, section 13-4-11. Reference is hereby made to the Minimum Wage on Public Works; weekly payments; posting wage scale; withholding funds.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

Alan Webber (Nov 21, 2024 21:23 MST)

ALAN WEBBER, MAYOR

DATE: Nov 21, 2024

CONTRACTOR:
SKE Contractors, LLC

Karl Eberhart

Karl Eberhart (Oct 15, 2024 15:20 CDT)

KARL EBERHADT, PRESIDENT

DATE: Oct 15, 2024

City of SF Business License #: 238295

ATTEST:

Adnrea Salazar

Adnrea Salazar (Nov 22, 2024 08:27 MST)

ANDREA SALAZAR, CITY CLERK

GB MTG 11/13/2024

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Oct 15, 2024 14:23 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

Calle Mejia Sewer Pipe Bursting Project
Proposal for Sanitary Sewer Pipe-bursting Project
SKE Project Number: NM001-2024
8/28/2024

ITEM #	UNIT	DESCRIPTION	EST. QUANTITY	UNIT PRICE	TOTAL PRICE
1	EA	Mobilization - CCTV (Pre/Post TV)	2	$ 8,500.00	$ 17,000.00
2	EA	Mobilization - Pipe Bursting	1	$ 51,000.00	$ 51,000.00
3	EA	Mobilization - CIPP/MH Rehab	1	$ 100,000.00	$ 100,000.00
4	WK	Traffic Control	14	$ 7,400.00	$ 103,600.00
5	LS	Bonds and Insurance	1	$ 130,000.00	$ 130,000.00
6	LF	Pre-TV and Clean Existing 10" Line	3735	$ 7.50	$ 28,012.50
7	LF	Post TV 12" Rehabilitated Lines	3735	$ 5.00	$ 18,675.00
8	HR	Extra cleaning for obstruction removal (4hr min)	12	$ 675.00	$ 8,100.00
9	LF	Pipe burst existingg 10" sanitary sewer to 12.75" OD SDR 17 HDPE, up to 12 ft deep	3735	$ 290.00	$ 1,083,150.00
10	EA	San Swr Lateral reconnection of 4" to 6" PVC (SDR35) to main using PVC saddle, includes up to 5 LF of lateral, 0-10 ft deep	6	$ 3,000.00	$ 18,000.00
11	LF	Extra length San Swr lateral 4" to 6" (SDR 35 or SCH 40, 0-10 ft deep	150	$ 115.00	$ 17,250.00
12	EA	San Swr cleanouts for laterals (SDR 35 or SCH 40, no box	6	$ 700.00	$ 4,200.00
13	EA	Obstruction removal, 0-10 ft deep	12	$ 1,300.00	$ 15,600.00
14	EA	Obstruction removal, up to 15 ft deep	2	$ 3,200.00	$ 6,400.00
15	LS	Trench safety	1	$ 33,750.00	$ 33,750.00
16	WK	Bypass pumping with flow control	12	$ 10,800.00	$ 129,600.00
17	CY	Flowable fill (If required)	10	$ 500.00	$ 5,000.00
18	TON	Select fill (If required)	40	$ 140.00	$ 5,600.00
19	LF	10" UV Cured CIPP (4.375 MM	1729	$ 220.00	$ 380,380.00
20	EA	CIPP Bypass setup	7	$ 14,500.00	$ 101,500.00
21	EA	Internal service reinstatement	25	$ 1,900.00	$ 47,500.00
22	LF	CIPP clean and TV for liner prep	1729	$ 40.00	$ 69,160.00
23	LF	Post TV liner inspection	1729	$ 9.50	$ 16,425.50
24	EA	Bench and Invert of all manholes	22	$ 3,900.00	$ 85,800.00
25	SF	1" Cementitious grout all manholes	2927	$ 60.00	$ 175,620.00
26	SF	Manhole Spraywall epoxy liner (300 MILS)	2927	$ 65.00	$ 190,255.00
27	GAL	Chemical grout as nneded	50	$ 800.00	$ 40,000.00
28	EA	Point repair, up to 10ft deep	2	$ 5,500.00	$ 11,000.00
29	EA	Pont repair, up to 15ft deep	2	$ 8,000.00	$ 16,000.00
30	SY	City Street replacement, with laydown machine, Virgin asphalt	100	$ 101.00	$ 10,100.00
31	SY	City Street replacement, w/o laydown machine, Virgin asphalt	100	$ 101.00	$ 10,100.00
32	SY	Replace City Street pavement with temporary cold patch	50	$ 95.00	$ 4,750.00
		TOTAL BASE BID			**$ 2,933,528.00**

EXHIBIT A

ITEM #	UNIT	DESCRIPTION	EST. QUANTITY				
EX1	CY	Rock excavation	20	$	295.00	$	5,900.00
EX2	CY	Spoil haul-off	20	$	2,500.00	$	50,000.00
EX3	SF	Site restoration, if needed (landscape vegitation)	50	$	135.00	$	6,750.00
EX4	LF	Waterline relocation, 2" to 10" PVC	100	$	84.00	$	8,400.00
EX5	LS	Archeological required Mob/Demob	1	$	1,400.00	$	1,400.00
EX5	HR	Archeological required delay	12	$	350.00	$	4,200.00
EX6	CY	Exploratory excavation	200	$	85.00	$	17,000.00
		TOTAL EXTRA ITEMS BID				**$**	**93,650.00**

TOTAL BASE BID + EXTRA ITEMS	**$ 3,027,178.00**

City of Santa Fe
Emergency Determination Form

The emergency procurement method may only be used as described in NMSA 1978, § 13-1-127 and in the City's Procurement Manual XII.

The Department that makes an emergency procurement to plan or prepare for the response to a serious threat to public health, welfare, safety or property caused by a flood, fire, epidemic, riot, act of terrorism, equipment failure or similar event shall account for the money spent in making the procurement and report on that accounting to the City's Finance Department Director within ninety days after the end of the contract or fiscal year in which the procurement was made, whichever comes first.

I. Department: Public Utilities, City of Santa Fe

Department Director: John Dupuis

Department Contact: P. Fred Heerbrandt, P.E.

Department Telephone Number: 505-955-4623

City of SF Chief Procurement Officer: Travis Dutton-Leyda, CPO

Telephone Number: (505) 629-8351

II. Name of Contractor: SKE Contractors, LLC.

Address of Contractor: 44 Coyote Mountain Road, Santa Fe, NM 87505

Amount of prospective contract: $3,027,178

Term of prospective contract: 24 Months, Proposed Contract Attached

Location of Services: Within Call Mejia and adjacent, and adjacent to St Francis Road to its intersection with Paseo de Peralta

III. **Please thoroughly list the services (scope of work), construction or items of tangible personal property of the contract:**

Provide pipe bursting/crushing of a sanitary sewer line named as the Calle Mejia Project (Sewer line restoration from Calle Mejia to the intersection of Paso De Peralta), (The "Project"). The Project consists of replacing approximately19,500 feet of ten-inch clay sewer line with a 12-inch High Density Polyethylene (HDPE) pipe, including, Closed Circuit Television Video (CTTV) inspection, washing of the existing sanitary sewer line, and insert a new 12-inch HDPE pipe utilizing pipe bursting method following insertion procedure specification ASTM F 585.

IV. **Provide an explanation for the justification of the procurement including a description of the emergency condition(s) requiring use of emergency procurement and the practicable competition utilized in compliance with NMSA 1978, § 13-1-127.**

Within FY23, Wastewater attempted a closed-circuit television review of the Sanitary Sewer line located on Calle Mejia. While attempting to televise the existing sewer, the line collapsed on the rover. A point repair was completed within the section of the collapsed line, but when trying to repair the pipe, it continued to collapse, due to the poor condition of the clay pipe, and an expanded section was replaced. This section of Sanitary Sewer line is old and could collapse at any time blocking the sewage flow which represents a public health risk to users within the area, including sewage backing up into their houses and businesses and spilling into the road.

On 7/10/2024 I was informed of the concern, and I immediately contacted the Chief Procurement Officer and informed him of the situation and mentioned emergency procurement, I also investigated the Texas Buy Board, a Cooperative Purchasing agreement which we believed we could utilize. After additional investigation the Buy Board could not be used because New Mexico was not included within the bid Process. It is imperative that we move forward with the repairs as this Sewer Line could fail at any time creating blockage and back-ups. This would be costly for the city, with possible repairs to residents and business locations.

Public Utilities is also working to formulate a contract based on the requirements of this project, and possible liability which may arise.

V. **Please describe what measures are being taken to minimize the duration and effect of this emergency procurement (for example: is the emergency only in place until a competitive process can be completed, etc.).**

The Wastewater Management Division is addressing this situation with an Emergency Determination since based on past experience, this sewer main is at risk of imminent failure due to observed structural issues with the clay pipe. Only this previously identified length of sewer main is being addressed under this Determination.

VI. **Describe what measures the Department will take in the future to prevent/mitigate use of emergency procurement under similar circumstances.**

Sanitary Sewer rehabilitation projects are conducted periodically to address older sewer lines within the city using other procurement methods, but the timeline to acquire these services for Calle Mejia presented unacceptable risks

Certified by:

City Chief Procurement Officer, Travis Dutton-Leyda	**Date** Oct 24, 2024

City Approval by:

John Dupuis (Oct 24, 2024 13:17 MDT) **Department Director, John Dupuis**	**Date** Oct 24, 2024
City Attorney, Erin McSherry	**Date** Oct 23, 2024
John Blair (Oct 25, 2024 12:00 MDT) **John Blair, City Manager**	**Date** Oct 25, 2024
Finance Director, Emily Oster	**Date** Oct 24, 2024

Note: All emergencies must be posted to the SPD website:
https://www.generalservices.state.nm.us/statepurchasing/submit-emergency.aspx
and the City of Santa Fe's website:
https://santafenm.gov/finance-2/purchasing-1/solicitations

Calle Mejia Sewer Pipe Bursting Project
Proposal for Sanitary Sewer Pipe-bursting Project
SKE Project Number: NM001-2024
8/28/2024

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14	EA	Obstruction removal, up to 15 ft deep	2	$ 3,200.00	$ 6,400.00
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16	WK	Bypass pumping with flow control	12	$ 10,800.00	$ 129,600.00
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18	TON	Select fill (If required)	40	$ 140.00	$ 5,600.00
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20	EA	CIPP Bypass setup	7	$ 14,500.00	$ 101,500.00
21	EA	Internal service reinstatement	25	$ 1,900.00	$ 47,500.00
22	LF	CIPP clean and TV for liner prep	1729	$ 40.00	$ 69,160.00
23	LF	Post TV liner inspection	1729	$ 9.50	$ 16,425.50
24	EA	Bench and Invert of all manholes	22	$ 3,900.00	$ 85,800.00
25	SF	1" Cementitious grout all manholes	2927	$ 60.00	$ 175,620.00
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30	SY	City Street replacement, with laydown machine, Virgin asphalt	100	$ 101.00	$ 10,100.00
31	SY	City Street replacement, w/o laydown machine, Virgin asphalt	100	$ 101.00	$ 10,100.00
32	SY	Replace City Street pavement with temporary cold patch	50	$ 95.00	$ 4,750.00
		TOTAL BASE BID			**$ 2,933,528.00**

ITEM #	UNIT	DESCRIPTION	EST. QUANTITY		
EX1	CY	Rock excavation	20	$ 295.00	$ 5,900.00
EX2	CY	Spoil haul-off	20	$ 2,500.00	$ 50,000.00
EX3	SF	Site restoration, if needed (landscape vegitation)	50	$ 135.00	$ 6,750.00
EX4	LF	Waterline relocation, 2" to 10" PVC	100	$ 84.00	$ 8,400.00
EX5	LS	Archeological required Mob/Demob	1	$ 1,400.00	$ 1,400.00
EX5	HR	Archeological required delay	12	$ 350.00	$ 4,200.00
EX6	CY	Exploratory excavation	200	$ 85.00	$ 17,000.00
		TOTAL EXTRA ITEMS BID			**$ 93,650.00**

TOTAL BASE BID + EXTRA ITEMS	**$ 3,027,178.00**

CITY OF SANTA FE

Date: October 18, 2024

To: Mayor Alan Webber and Governing Body
Finance and Public Works, and Utilities Committees

Via: John Dupuis, Public Utilities Director JD

From: P. Fred Heerbrandt, P.E., Engineer Supervisor FH

Subject: Calle Mejia Sanitary Sewer Rehabilitation Project

Vendor Name: SKE Contractors, LLC

Vendor Number: 10552

ITEM AND ISSUE:
The Public Utilities Department respectfully requests your review and approval of an Emergency Determination for the rehabilitation of 19,500 feet of vitrified clay sewer pipe using a pipe bursting construction method. Request for the Approval of a construction contract in the total amount of $ 3,275,028.20, including NMGRT for construction services for a two-year period from the date of approval

Action Requested: Approval of a construction contract and a BAR in the amount of $3,275,029 from the WWMD Enterprise Fund

BACKGROUND AND SUMMARY:
The sanitary sewer line to be replaced is in Calle Mejia and proximate to the roadway and St. Frances Drive. The Project consists of installing approximately19,500 feet of twelve-inch diameter High Density Polyethylene (HDPE) pipe along the grade line of the existing ten-inch clay sewer pipe. The operation shall be conducted with a hydraulic or pneumatic pulling or pushing apparatus and a pipe expander or pipe reaming device.

PROCUREMENT METHOD:
This project is being procured by an Emergency Determination due to the poor condition of the existing pipe and high probability of a future collapse or structural failure, which could impact the sewer facilities and/or the roadway.

Chief Procurement Officer Approval: _____ **Date:** Oct 29, 2024
Comment/Exceptions: _____
Supporting Information:

CONTRACT NUMBER:
The FY25 Munis contract number is 3250255

$$$$$ SOURCE/REVENUE: ☒**Expense** | ☐**Revenue**

The funding source is:
Fund Name/Number: WWMD Enterprise Fund/Fund 500
Munis Org Name/Number: Wastewater-Capital Projects 5000375
Munis Object Name/Number: WIP Construction 572970

Budget Officer Approval: Andy Hopkins **Date:** Oct 29, 2024
Comment/Exceptions: _____

Grant ☐Yes | ☒ No

Grant #: _____

Grant Manager/Accounting Officer Approval: _____ **Date:** _____
Comment/Exceptions: _____

Project ☐Yes | ☒ No

Project Ledger #: _____

CAPITAL ASSET (will this procurement result in a tangible item that costs more than $5,000
☐Yes | ☒ No

Asset # (if known): _____

Repair or Replacement of Existing Equipment:

☒Yes | ☐ No
~If yes -> ☐Repair | ☒ Replacement

Please explain: The existing 10" VCP sewer pipe will be replaced with a 12" HDPE sewer pipe.

Capital Project:
(New and improvement projects that are going to cost $10,000 or more)
☒ Yes | ☐ No

Anticipated length of project: Contract is for two years from date of approval.

Asset Manager Approval: Lisa Storey (Oct 29, 2024 16:30 MDT) **Date:** Oct 29, 2024
Comment/Exceptions: Project will be tracked in CIP until completed

Was this service deemed construction: ☒ Yes | ☐ No
~If yes, does this expenditure exceed $25,000? ☒ Yes | ☐ No
~If yes, did you obtain the appropriate bond? ☒ Yes | ☐ No
~Performance and Payment & Labor - NMSA 1978, Section 13-4-18

Department Approvals:
IT Components: ☐ **Yes** | ☒ **No**
Vehicles: ☐ **Yes** | ☒ **No**
Facilities, Furniture, Fixtures, Equipment: ☐ **Yes** | ☒ **No**

Approval:_____ **Title:**_____ **Date**:_____
Approval:_____ **Title:**_____ **Date**:_____
Comment & Exceptions:_____

Department Contract Administrator Contact Info: P. Fred Heerbrandt, P.E., pfheerbrandt@santafenm.gov

ATTACHMENTS:

Vendor's Quote
Memo
Santa Fe Business License
Certificate of Liability Insurance
Construction Services Contract
Emergency Determination

Log # *{Finance use only}*:	
Journal # *{Finance use only}*:	

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
Public Utilities/Wastewater	9/17/2024

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Construction	5000375	572970		3,275,029	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 3,275,029	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

Budget Increase from Fund 500 Cash Balances: Waste Water Enterprise Fund for SKE CONTRATORS LLC

See attached memo for additonal information.

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
500	
TOTAL:	$ (3,275,029)

Lawrence Garcia — 9/25/2024
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

John Dupuis (Oct 22, 2024 09:31 MDT) — Oct 22, 2024
Department Director Signature — Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins — Oct 29, 2024
Budget Officer — Date

Emily K. Osler — Oct 29, 2024
Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/23/2024

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
Higginbotham Insurance Agency, Inc.
1400 FM 528, Suite F
Webster TX 77598

CONTACT NAME: Sarah Sowinski
PHONE (A/C, No, Ext): 281-990-6051 **FAX (A/C, No):** 281-990-6052
E-MAIL ADDRESS: ssowinski@Higginbotham.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Automobile Mutual Insurance Company	25135
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED SKECO
SKE Contractors, LLC
P.O. Box 1111
Cypress TX 77410

COVERAGES **CERTIFICATE NUMBER:** 535747730 **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			10072588CP	5/1/2024	5/1/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			10072635CA	5/1/2024	5/1/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Inland Marine			10072588CP	5/1/2024	5/1/2025	Scheduled Equip. Rented/Leased Equip. Deductible	On File $250,000 $1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability and Automobile Liability policies include a blanket automatic additional insured endorsement that provides additional insured status and General Liability and Automobile Liability policies include a blanket waiver of subrogation endorsement to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability and Automobile Liability policies have a blanket Primary & Non Contributory endorsement that affords that coverage to certificate holders only where there is a written contract between the Named Insured and the certificate holder that requires such status.

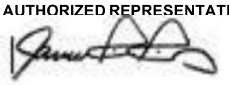
CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Avenue
Santa Fe NM 87501

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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City of Santa Fe

Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: SKE Contractors, LLC

Business Location: 44 Coyote Mountain Rd RD
Santa Fe, NM 87505

CRS Number: 03-659053-00-3

Owner:

License Number: 238295

License Type: Business License - Renewable

Issued Date: September 18, 2024

Classification: Out of Jurisdiction Contractor - Genera

Expiration Date: September 18, 2025

Fees Paid: $10.00

SKE Contractors, LLC

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

Calle Mejia ED Packet

Final Audit Report 2024-10-01

Created:	2024-09-27
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4FLzxfgXREVt33wG49eVIwuxWqbDpz-4

"Calle Mejia ED Packet" History

Document created by Kristy Miera (kamiera@santafenm.gov)
2024-09-27 - 5:40:46 PM GMT- IP address: 63.232.20.2

Document emailed to Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature
2024-09-27 - 5:57:47 PM GMT

Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2024-09-27 - 8:52:11 PM GMT- IP address: 63.232.20.2

Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2024-09-27 - 9:02:59 PM GMT - Time Source: server- IP address: 63.232.20.2

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2024-09-27 - 9:03:01 PM GMT

Email viewed by John Dupuis (jedupuis@santafenm.gov)
2024-09-27 - 11:12:41 PM GMT- IP address: 104.47.64.254

Document e-signed by John Dupuis (jedupuis@santafenm.gov)
Signature Date: 2024-09-27 - 11:12:52 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Erin McSherry (ekmcsherry@santafenm.gov) for signature
2024-09-27 - 11:12:54 PM GMT

Email viewed by Erin McSherry (ekmcsherry@santafenm.gov)
2024-09-28 - 0:00:00 AM GMT- IP address: 104.47.65.254

Document e-signed by Erin McSherry (ekmcsherry@santafenm.gov)
Signature Date: 2024-09-28 - 0:01:37 AM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2024-09-28 - 0:01:39 AM GMT

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Email viewed by EMILY OSTER (ekoster@santafenm.gov)

2024-10-01 - 7:01:49 PM GMT- IP address: 104.47.64.254

Document e-signed by EMILY OSTER (ekoster@santafenm.gov)

Signature Date: 2024-10-01 - 7:06:28 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2024-10-01 - 7:06:28 PM GMT

Signature: P. Fred Heerbrandt, P.E.

Email: pfheerbrandt@ci.santa-fe.nm.us

24-0656 SKE Contractors, LLC

Final Audit Report 2024-11-22

Created:	2024-11-19
By:	GERALYN CARDENAS (gfcardenas@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAtCM5AVTcnJJTtjQgCK5yW-SwgrfnXv5G

"24-0656 SKE Contractors, LLC" History

Document created by GERALYN CARDENAS (gfcardenas@santafenm.gov)
2024-11-19 - 9:20:27 PM GMT- IP address: 63.232.20.2

Document emailed to Alan Webber (amwebber@santafenm.gov) for signature
2024-11-19 - 9:22:30 PM GMT

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2024-11-19 - 9:43:31 PM GMT- IP address: 104.28.85.160

Email viewed by Alan Webber (amwebber@santafenm.gov)
2024-11-22 - 4:23:49 AM GMT- IP address: 104.28.48.214

Document e-signed by Alan Webber (amwebber@santafenm.gov)
Signature Date: 2024-11-22 - 4:23:59 AM GMT - Time Source: server- IP address: 98.249.77.146

Document emailed to axsalazar@santafenm.gov for signature
2024-11-22 - 4:24:02 AM GMT

Email viewed by axsalazar@santafenm.gov
2024-11-22 - 3:27:08 PM GMT- IP address: 104.47.64.254

Signer axsalazar@santafenm.gov entered name at signing as Adnrea Salazar
2024-11-22 - 3:27:47 PM GMT- IP address: 63.232.20.2

Document e-signed by Adnrea Salazar (axsalazar@santafenm.gov)
Signature Date: 2024-11-22 - 3:27:49 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2024-11-22 - 3:27:49 PM GMT

Powered by Adobe Acrobat Sign

Log # *{Finance use only}*:	
Journal # *{Finance use only}*:	

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
Public Utilities/Wastewater	5/28/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Wastewater capital projects/WIP Construction	5000375	572970		$ 113,916	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
JUSTIFICATION: *(use additional page if needed)* *--Attach supporting documentation/memo*				$ 113,916	$ -

To increase account 572970 for SKE. Plese see memo for detail and please add **SKE3250255** for posting of BAR

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
500	(113,916)
TOTAL:	**(113,916)**

Linda MacAllister 10/1/2025
Prepared By *{print name}* Date

Division Director Signature *{optional}* Date
Jesse Roach
Jesse Roach (Oct 8, 2025 09:00:18 MDT)

Department Director Signature Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Chris Parker for AJH
Chris Parker for AJH (Oct 31, 2025 14:38:17 MDT) 10/31/2025
Budget Officer Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

Exhibit B

SKE Contractors, LLC
New Mexico Division
950 W. Cordova, Unit 415
Santa Fe, 87505

CHANGE ORDER PROPOSAL

Calle Mejia Sanitary Sewer Pipebursting Project

Date of Issuance:	9/29/2025	**CO Proposal No.:**	**1 revised**
Contractor:	SKE Contractors, LLC		
Designer:	N/A	**P.O. No.:**	**22601461**

Explanation:

This change order proposal encompasses the follov

Option 1 - Remove 330 feet of 10" VCP that is encased in conrete and replace with 12" Ductile iron with restrained joints encased in 30" of concrete through arroyo. CIP, all taxes and overhead included.

Description of Work	**Cost**	**Time**
1. Remove existing and replace with 12" Ductile iron, CIP (LS)	$ 105,294.42	21 Days
2. GRT tax	$ 8,620.98	Days
3.	$ -	Days
4.	$ -	Days
5.	$ -	Days

Please attach back-up documentation

Cost & Time Change Summary		**Cost**	**Time**
Original Contract:		$ 3,275,028.20	365 Days
Previous Change Order(s):		$ -	Days
Contract prior to this change order:		$ 3,275,028.20	365 Days
Net increase (decrease) from this change order		$ 113,915.40	Days
Revised Contract:		**$ 3,388,943.60**	**365** Days
Percent increase (decrease) this Change Order	3.5%		
Percent increase (decrease) all Change Orders	3.5%		

Contractor:

Name: Date:

2/27/25

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/3/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Higginbotham Insurance Agency, Inc. 1400 FM 528, Suite F Webster TX 77598	**CONTACT NAME:** Sarah Sowinski **PHONE (A/C, No, Ext):** 281-990-6051 **FAX (A/C, No):** 281-990-6052 **E-MAIL ADDRESS:** ssowinski@Higginbotham.com
INSURED SKECO SKE Contractors, LLC P.O. Box 1111 Cypress TX 77410	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** The Charter Oak Fire Insurance — 25615 **INSURER B :** The Travelers Indemnity Co of America — 25666 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 300813630 **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 LOC OTHER:			CO-B0617015	5/1/2025	5/1/2026	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 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			BA-B061821A	5/1/2025	5/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Inland Marine Ded. $2,500			CO-B0617015	5/1/2025	5/1/2026	Scheduled Equip. Rented/Leased Equip. Install Floater/Ded.	On File $250,000 $250,000/$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability and Automobile Liability policies include a blanket automatic additional insured endorsement that provides additional insured status and General Liability and Automobile Liability policies include a blanket waiver of subrogation endorsement to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

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CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Avenue
Santa Fe NM 87501

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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City of Santa Fe
Emergency Determination Form

The emergency procurement method may only be used as described in NMSA 1978, § 13-1-127 and in the City's Procurement Manual XII.

The Department that makes an emergency procurement to plan or prepare for the response to a serious threat to public health, welfare, safety or property caused by a flood, fire, epidemic, riot, act of terrorism, equipment failure or similar event shall account for the money spent in making the procurement and report on that accounting to the City's Finance Department Director within ninety days after the end of the contract or fiscal year in which the procurement was made, whichever comes first.

I. Department: Public Utilities, City of Santa Fe

Department Director: John Dupuis

Department Contact: P. Fred Heerbrandt, P.E.

Department Telephone Number: 505-955-4623

City of SF Chief Procurement Officer: Travis Dutton-Leyda, CPO

Telephone Number: (505) 629-8351

II. Name of Contractor: SKE Contractors, LLC.

Address of Contractor: 44 Coyote Mountain Road, Santa Fe, NM 87505

Amount of prospective contract: $3,027,178

Term of prospective contract: 12 Months, Proposed Contract Attached

Location of Services: Within Call Mejia and adjacent, and adjacent to St Francis Road to its intersection with Paseo de Peralta

III. **Please thoroughly list the services (scope of work), construction or items of tangible personal property of the contract:**

Provide pipe bursting/crushing of a sanitary sewer line named as the Calle Mejia Project (Sewer line restoration from Calle Mejia to the intersection of Paso De Peralta), (The "Project"). The Project consists of replacing approximately19,500 feet of ten-inch clay sewer line with a 12-inch High Density Polyethylene (HDPE) pipe, including, Closed Circuit Television Video (CTTV) inspection, washing of the existing sanitary sewer line, and insert a new 12-inch HDPE pipe utilizing pipe bursting method following insertion procedure specification ASTM F 585.

IV. **Provide an explanation for the justification of the procurement including a description of the emergency condition(s) requiring use of emergency procurement and the practicable competition utilized in compliance with NMSA 1978, § 13-1-127.**

Within FY23, Wastewater attempted a closed-circuit television review of the Sanitary Sewer line located on Calle Mejia. While attempting to televise the existing sewer, the line collapsed on the rover. A point repair was completed within the section of the collapsed line, but when trying to repair the pipe, it continued to collapse, due to the poor condition of the clay pipe, and an expanded section was replaced. This section of Sanitary Sewer line is old and could collapse at any time blocking the sewage flow which represents a public health risk to users within the area, including sewage backing up into their houses and businesses and spilling into the road.

On 7/10/2024 I was informed of the concern, and I immediately contacted the Chief Procurement Officer and informed him of the situation and mentioned emergency procurement, I also investigated the Texas Buy Board, a Cooperative Purchasing agreement which we believed we could utilize. After additional investigation the Buy Board could not be used because New Mexico was not included within the bid Process. It is imperative that we move forward with the repairs as this Sewer Line could fail at any time creating blockage and back-ups. This would be costly for the city, with possible repairs to residents and business locations.

Public Utilities is also working to formulate a contract based on the requirements of this project, and possible liability which may arise.

V. **Please describe what measures are being taken to minimize the duration and effect of this emergency procurement (for example: is the emergency only in place until a competitive process can be completed, etc.).**

The Wastewater Management Division is addressing this situation with an Emergency Determination since based on past experience, this sewer main is at risk of imminent failure due to observed structural issues with the clay pipe. Only this previously identified length of sewer main is being addressed under this Determination.

VI. **Describe what measures the Department will take in the future to prevent/mitigate use of emergency procurement under similar circumstances.**

Sanitary Sewer rehabilitation projects are conducted periodically to address older sewer lines within the city using other procurement methods, but the timeline to acquire these services for Calle Mejia presented unacceptable risks

Certified by:

City Chief Procurement Officer, Travis Dutton-Leyda	**Date** Sep 27, 2024

City Approval by:

John Dupuis (Sep 27, 2024 17:12 MDT) **Department Director, John Dupuis**	**Date** Sep 27, 2024
City Attorney, Erin McSherry	**Date** Sep 27, 2024
John Blair John Blair (Oct 1, 2024 14:19 MDT) **City Manager, John Blair**	**Date** Oct 1, 2024
Emily K. Oster **Finance Director, Emily Oster**	**Date** Oct 1, 2024

Note: All emergencies must be posted to the SPD website:
https://www.generalservices.state.nm.us/statepurchasing/submit-emergency.aspx
and the City of Santa Fe's website:
https://santafenm.gov/finance-2/purchasing-1/solicitations

Calle Mejia Sewer Pipe Bursting Project
Proposal for Sanitary Sewer Pipe-bursting Project
SKE Project Number: NM001-2024
8/28/2024

ITEM #	UNIT	DESCRIPTION	EST. QUANTITY	UNIT PRICE	TOTAL PRICE
1	EA	Mobilization - CCTV (Pre/Post TV)	2	$ 8,500.00	$ 17,000.00
2	EA	Mobilization - Pipe Bursting	1	$ 51,000.00	$ 51,000.00
3	EA	Mobilization - CIPP/MH Rehab	1	$ 100,000.00	$ 100,000.00
4	WK	Traffic Control	14	$ 7,400.00	$ 103,600.00
5	LS	Bonds and Insurance	1	$ 130,000.00	$ 130,000.00
6	LF	Pre-TV and Clean Existing 10" Line	3735	$ 7.50	$ 28,012.50
7	LF	Post TV 12" Rehabilitated Lines	3735	$ 5.00	$ 18,675.00
8	HR	Extra cleaning for obstruction removal (4hr min)	12	$ 675.00	$ 8,100.00
9	LF	Pipe burst existingg 10" sanitary sewer to 12.75" OD SDR 17 HDPE, up to 12 ft deep	3735	$ 290.00	$ 1,083,150.00
10	EA	San Swr Lateral reconnection of 4" to 6" PVC (SDR35) to main using PVC saddle, includes up to 5 LF of lateral, 0-10 ft deep	6	$ 3,000.00	$ 18,000.00
11	LF	Extra length San Swr lateral 4" to 6" (SDR 35 or SCH 40, 0-10 ft deep	150	$ 115.00	$ 17,250.00
12	EA	San Swr cleanouts for laterals (SDR 35 or SCH 40, no box	6	$ 700.00	$ 4,200.00
13	EA	Obstruction removal, 0-10 ft deep	12	$ 1,300.00	$ 15,600.00
14	EA	Obstruction removal, up to 15 ft deep	2	$ 3,200.00	$ 6,400.00
15	LS	Trench safety	1	$ 33,750.00	$ 33,750.00
16	WK	Bypass pumping with flow control	12	$ 10,800.00	$ 129,600.00
17	CY	Flowable fill (If required)	10	$ 500.00	$ 5,000.00
18	TON	Select fill (If required)	40	$ 140.00	$ 5,600.00
19	LF	10" UV Cured CIPP (4.375 MM	1729	$ 220.00	$ 380,380.00
20	EA	CIPP Bypass setup	7	$ 14,500.00	$ 101,500.00
21	EA	Internal service reinstatement	25	$ 1,900.00	$ 47,500.00
22	LF	CIPP clean and TV for liner prep	1729	$ 40.00	$ 69,160.00
23	LF	Post TV liner inspection	1729	$ 9.50	$ 16,425.50
24	EA	Bench and Invert of all manholes	22	$ 3,900.00	$ 85,800.00
25	SF	1" Cementitious grout all manholes	2927	$ 60.00	$ 175,620.00
26	SF	Manhole Spraywall epoxy liner (300 MILS)	2927	$ 65.00	$ 190,255.00
27	GAL	Chemical grout as nneded	50	$ 800.00	$ 40,000.00
28	EA	Point repair, up to 10ft deep	2	$ 5,500.00	$ 11,000.00
29	EA	Pont repair, up to 15ft deep	2	$ 8,000.00	$ 16,000.00
30	SY	City Street replacement, with laydown machine, Virgin asphalt	100	$ 101.00	$ 10,100.00
31	SY	City Street replacement, w/o laydown machine, Virgin asphalt	100	$ 101.00	$ 10,100.00
32	SY	Replace City Street pavement with temporary cold patch	50	$ 95.00	$ 4,750.00
		TOTAL BASE BID			**$ 2,933,528.00**

ITEM #	UNIT	DESCRIPTION	EST. QUANTITY				
EX1	CY	Rock excavation	20	$	295.00	$	5,900.00
EX2	CY	Spoil haul-off	20	$	2,500.00	$	50,000.00
EX3	SF	Site restoration, if needed (landscape vegitation)	50	$	135.00	$	6,750.00
EX4	LF	Waterline relocation, 2" to 10" PVC	100	$	84.00	$	8,400.00
EX5	LS	Archeological required Mob/Demob	1	$	1,400.00	$	1,400.00
EX5	HR	Archeological required delay	12	$	350.00	$	4,200.00
EX6	CY	Exploratory excavation	200	$	85.00	$	17,000.00
		TOTAL EXTRA ITEMS BID				**$**	**93,650.00**

TOTAL BASE BID + EXTRA ITEMS	**$ 3,027,178.00**

Log # *{Finance use only}*:	
Journal # *{Finance use only}*:	

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
Public Utilities/Wastewater	9/17/2024

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Construction	5000375	572970		3,278,813	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 3,278,813	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

Budget Increase from Fund 500 Cash Balances: Waste Water Enterprise Fund

See attached memo for additonal information.

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
500	
TOTAL:	$ 3,278,813

Lawrence Garcia — 9/25/2024
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

Department Director Signature — Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/23/2024

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 Higginbotham Insurance Agency, Inc. 1400 FM 528, Suite F Webster TX 77598	**CONTACT NAME:** Sarah Sowinski **PHONE (A/C, No, Ext):** 281-990-6051 **FAX (A/C, No):** 281-990-6052 **E-MAIL ADDRESS:** ssowinski@Higginbotham.com
	INSURER(S) AFFORDING COVERAGE / **NAIC #**
	INSURER A : State Automobile Mutual Insurance Company / 25135
INSURED SKECO SKE Contractors, LLC P.O. Box 1111 Cypress TX 77410	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 535747730 **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 LOC OTHER:			10072588CP	5/1/2024	5/1/2025	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 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			10072635CA	5/1/2024	5/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Inland Marine			10072588CP	5/1/2024	5/1/2025	Scheduled Equip. Rented/Leased Equip. Deductible	On File $250,000 $1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability and Automobile Liability policies include a blanket automatic additional insured endorsement that provides additional insured status and General Liability and Automobile Liability policies include a blanket waiver of subrogation endorsement to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability and Automobile Liability policies have a blanket Primary & Non Contributory endorsement that affords that coverage to certificate holders only where there is a written contract between the Named Insured and the certificate holder that requires such status.

CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Avenue
Santa Fe NM 87501

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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City of Santa Fe

Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: SKE Contractors, LLC

Business Location: 44 Coyote Mountain Rd RD
Santa Fe, NM 87505

CRS Number: 03-659053-00-3

Owner:

License Number: 238295

License Type: Business License - Renewable

Issued Date: September 18, 2024

Classification: Out of Jurisdiction Contractor - Genera

Expiration Date: September 18, 2025

Fees Paid: $10.00

SKE Contractors, LLC

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

Calle Mejia ED Packet

Final Audit Report 2024-10-01

Created:	2024-09-27
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4FLzxfgXREVt33wG49eVIwuxWqbDpz-4

"Calle Mejia ED Packet" History

Document created by Kristy Miera (kamiera@santafenm.gov)
2024-09-27 - 5:40:46 PM GMT- IP address: 63.232.20.2

Document emailed to Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature
2024-09-27 - 5:57:47 PM GMT

Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2024-09-27 - 8:52:11 PM GMT- IP address: 63.232.20.2

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Signature Date: 2024-09-27 - 9:02:59 PM GMT - Time Source: server- IP address: 63.232.20.2

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2024-09-27 - 9:03:01 PM GMT

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2024-09-27 - 11:12:41 PM GMT- IP address: 104.47.64.254

Document e-signed by John Dupuis (jedupuis@santafenm.gov)
Signature Date: 2024-09-27 - 11:12:52 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Erin McSherry (ekmcsherry@santafenm.gov) for signature
2024-09-27 - 11:12:54 PM GMT

Email viewed by Erin McSherry (ekmcsherry@santafenm.gov)
2024-09-28 - 0:00:00 AM GMT- IP address: 104.47.65.254

Document e-signed by Erin McSherry (ekmcsherry@santafenm.gov)
Signature Date: 2024-09-28 - 0:01:37 AM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2024-09-28 - 0:01:39 AM GMT

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Email viewed by EMILY OSTER (ekoster@santafenm.gov)

2024-10-01 - 7:01:49 PM GMT- IP address: 104.47.64.254

Document e-signed by EMILY OSTER (ekoster@santafenm.gov)

Signature Date: 2024-10-01 - 7:06:28 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2024-10-01 - 7:06:28 PM GMT

Emergency Calle Mejia ED Packet

Final Audit Report 2024-10-01

Created:	2024-10-01
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAVIjfIluZYbCgs2FczOyIhICRnoqQJlNn

"Emergency Calle Mejia ED Packet" History

Document created by Kristy Miera (kamiera@santafenm.gov)
2024-10-01 - 7:54:37 PM GMT- IP address: 63.232.20.2

Document emailed to JOHN BLAIR (jwblair@santafenm.gov) for signature
2024-10-01 - 8:00:06 PM GMT

Email viewed by JOHN BLAIR (jwblair@santafenm.gov)
2024-10-01 - 8:18:37 PM GMT- IP address: 8.53.128.99

Signer JOHN BLAIR (jwblair@santafenm.gov) entered name at signing as John Blair
2024-10-01 - 8:19:26 PM GMT- IP address: 8.53.128.99

Document e-signed by John Blair (jwblair@santafenm.gov)
Signature Date: 2024-10-01 - 8:19:28 PM GMT - Time Source: server- IP address: 8.53.128.99

Agreement completed.
2024-10-01 - 8:19:28 PM GMT

CITY OF SANTA FE

The Purchasing Memo

Date: November 17, 2025

To: Governing Body, Finance Committee, and Public Works & Utilities Committee

From: Efren Morales, Operations Superintendent EFREN MORALES (Nov 17, 2025 09:05:26 PST)

Via: Michael Dozier, Wastewater Management Division Director

Via: Jesse Roach, Interim Public Utilities Department Director Jesse Roach (Nov 17, 2025 13:15:26 MST)

Subject: CO-OP AGREEMENT-Procure Sanitary Sewer Evaluation Services

Vendor Name: Duke's Root Control, INC.

Munis Vendor Number: 7879

ITEM AND ISSUE:

Wastewater Management Division respectfully requests your review and approval of the Co-op Agreement for the sanitary sewer evaluation services to inspect, provide light to heavy cleaning and to provide a condition assessment report for a portion of the City of Santa Fe's manholes and sewer lines in the amount of $1,463,040.28 including tax with Duke's Root Control, INC for a total of 4 years.

The Wastewater Management Division respectfully requests your approval of a Budget Adjustment Resolution (BAR) in the amount of $1,463,041 from cash to Repair and Maintenance Build/Structure.

CONTRACT NUMBER: 3260220 CO-OP - #12574-SC06-24 - EXP Date 12/28/2025

BACKGROUND AND SUMMARY:

The City of Santa Fe's manholes and sewer lines are exposed to corrosive gasses and fumes that naturally occur when organic solids that are disposed of into the sewer lines begin to decompose and ferment. These gasses are very corrosive and begin to deteriorate any material that is within the sewer lines including the sewer lines and manholes themselves. This inspection and cleaning service, which may take roughly 6 to 7 months, would provide the City's Wastewater Management with an in-depth review and scoring of a portion of the City's sewer lines and manholes and provide light to heavy cleaning of the lines that are in desperate need. The scoring of the sewer lines and manholes will be an invaluable tool that Wastewater Management can utilize to proactively provide maintenance to sewer lines that may be damaged or eroding and can prevent future hazardous spills from sewer lines that may collapse without the proper maintenance and care.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Wastewater Management 500

Munis Org Name/Number: WW - Treatment Collections 5000362

Munis Object Name/Number: Repair and Maintenance Building/Struct 520100

Budget Officer / Designee: Andy Hopkins **Date:** 11/21/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-135, Coop Agreement #12574-SC06-244 EXP December 28, 2025

Chief Procurement Officer (CPO)/Designee: _____ **Date:** 11/21/2025

CPO Comment/Exceptions: Houston-Galveston Area Council processed an RFP and awarded a contract to Dukes

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Treasury/Point of Sale Components included? ☐ Yes | ☒ No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures included? ☐ Yes | ☒ No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this an externally funded purchase? ☐ Yes | ☒ No

If yes, what is the issuing agency: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? ☐ Yes | ☒ No

Project Ledger Number: n/a

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

ATTACHMENTS:

Co-op agreement
Quote
COI
Price sheet
Bar

4Item #: _____
Munis Contract #: _3260220
Coop #: ___12574-SC06-24

CITY OF SANTA FE
GENERAL SERVICES CONTRACT

SERVICES

Sanitary Sewer Evaluation Services

THIS CONTRACT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City," and **Duke's Root Control Inc.** herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Contract and the price for each. Product and service descriptions may be amended with the prior approval of the Contract Administrator. New products and services shall not be added to the Products and Services Schedule.

B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

C. "Fiscal Year" means the twelve-month period beginning on July 1 and ending on June 30 of the following calendar year.

D. "Fiscal Year Quarters" means the four three-month periods within the City's fiscal year, defined as follows: Quarter 1 is July 1 through September 30; Quarter 2 is October 1 through December 31; Quarter 3 is January 1 through March 31; and Quarter 4 is April 1 through June 30.

2. **Scope of Work**

The Contractor shall perform the following work:

A. Acoustic Pipeline Inspection ("SL RAT") - Scope of Services
Process

i. Complete field survey by installing transmitter and receiver between each pipeline segment in the test area. Any lines greater than 12" will automatically be excluded due to the maximum pipe size eligible for collection with the SL Rat unit.
ii. Collect score of pipe segment and record it into our database.
iii. Upload data to server and audit for errors. Any errors are recorded and communicated to field staff to retest the line segment.
iv. Provide .CSV and .SHP export data files for pipeline segments.
v. Upon project completion, provide executive summary report identifying all pipes and their corresponding scores. Duke's will provide access to Insight 360, Duke's web hosted data platform. A

username and password will be provided so that access to all data, graphs, maps, and raw data downloads are available.

B. Manhole Inspections - Level 2 MACP Scope of Services

Process

i. Making every reasonable effort to access each manhole, complete field televising using a digital manhole camera system. Upon occasion, access with the camera system will not be possible due to terrain, resident access issues or location. At those times, crews will use a digital manhole pole camera to obtain video files. Verify all field measurements with survey stick, pipe diameter verification tool and tape measure.

ii. Duke's to provide all equipment and personnel as required to complete inspections, including at least (1) National Association of Sewer Service Companies NASSCO certified inspector onsite during inspections per camera truck.

iii. Upon project completion, Duke's will provide all data in Access (NASSCO export DB) and .CSV / Excel format, all digital scan files (.IPF/.MP4 file extension as applicable) as well as the free required view software to view the IPF files, when necessary. Provide all PDF reports including appropriate attribute information collected via a FTP or web link and provide them via USB external hard drive when requested. Duke's will provide access to Insight 360, Duke's web hosted data platform. A username and password will be supplied so that access to all data, graphs, maps, and raw data downloads are available.

C. Mainline Televising - Scope of Services

Pipeline Televising Field Process

i. Using a 1-3 man crew, with the operator holding a current NASSCO certification, perform pipeline televising in accordance with most recent version of the PACP (currently v7.0.3). All back office staff including a coder and reviewer will be NASSCO certified for quality control of data.

ii. Provide light traffic control, as needed.

iii. Provide all data in Access (NASSCO export DB) and .CSV / Excel format. Provide all video files. Provide all PDF reports including appropriate attribute information collected per level of inspection detailed below. Provide access to these files via FTP or web link and provide them via USB external hard drive when requested.

iv. Duke's will provide access to Insight 360, Duke's web hosted data platform. A username and password will be provided so that access to all data, graphs, maps, and raw data downloads are available.

3. Compensation

A. Payment. The City shall compensate the Contractor based on the itemized amounts and/or rates specified in Exhibit A.

For the services described in the scope of work, the City agrees pay the Contractor	$1,352,319.15
The services in the contract include GRT. The GRT on this contract at 8.1875% equals	+ $110,721.13
The total compensation for the contract including GRT is	= $1,463,040.28

B. The compensation represents a maximum amount. The Contractor must notify the City when the Services provided under this Contract approach 90% of compensation total. Services rendered beyond the maximum compensation amount will not be reimbursed unless the Contract is amended in writing prior to the provision of such services.

C. Invoicing and Payment Terms Payment will be made upon the City's acceptance of deliverables and receipt of a detailed, certified invoice from the Contractor. Payments will be sent to the Contractor's designated address. The City shall issue payment in accordance with the timelines required by law.

Invoices must be submitted no later than fifteen (15) days after the Contract's termination. Late invoices will not be processed or paid.

D. Extended Payment Terms for Grant-Funded Contracts For grant-funded agreements, the City may issue payment within forty-five (45) days following submission of an undisputed payment request.

4. **Term**

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate four (4) years from the date of final signature unless terminated pursuant to Paragraph 6 (Termination) or Paragraph 16 (Appropriations). A contract for general services may not exceed ten (10) years, including all extensions and renewals, except as otherwise provided by NMSA 1978, Sections 13-1-150 through 13-1-152 or SFCC 1987, Section 11-13.

5. **Default and Force Majeure**

The City reserves the right to cancel all, or any part of any orders placed under this contract without cost to the City, if the Contractor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

6. **Termination**

A. Grounds. The City may terminate this Contract for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor, or their designee as authorized by the Governing Body. The Contractor may only terminate this Contract based upon the City's uncured, material breach of this Contract.

B. Notice: City Opportunity to Cure.

i) The City shall give the Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

ii) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Contract upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

iii) Notwithstanding the foregoing, this Contract may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Contract, the Contractor

is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to Paragraph 17, "Appropriations", of this Contract.

C. Liability. Except as otherwise expressly allowed or provided under this Contract, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Contract. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS CONTRACT.*

7. **Amendment**

A. This Contract shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

8. **Status of Contractor**

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City because of this Contract. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

9. **Assignment**

The Contractor shall not assign or transfer any interest in this Contract or assign any claims for money due or to become due under this Contract without the prior written approval of the City.

10. **Subcontracting**

The Contractor shall not subcontract any portion of the services to be performed under this Contract without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Contract, nor shall any subcontract obligate direct payment from the City.

11. **Non-Collusion**

In signing this Contract, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

12. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

13. **Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. The contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

14. **Condition of Proposed Items**

Where tangible personal property is a part of this Contract, all proposed items are to be NEW and of most current production, unless otherwise specified.

15. Records and Audit

During the term of this Contract and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments.

16. Appropriations

The terms of this Contract, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, this Contract, and any orders placed under it, shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

17. Release

The Contractor, upon final payment of the amount due under this Contract, releases the City, its officers, and employees, from all liabilities, claims and obligations whatsoever arising from or under this Contract. The Contractor agrees not to purport to bind the City, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

18. Confidentiality

Any confidential information provided to or developed by the Contractor in the performance of this Contract shall be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval by the City.

19. Conflict of Interest

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract complies with all applicable provisions of the Governmental Conduct Act, NMSA 1978, Chapter 10, Article 16.

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

20. Approval of Contractor Representatives

The City reserves the right to require a change in the Contractor's assigned representatives if they are not adequately serving the City's needs.

21. Scope of Contract; Merger

This Contract incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written contract.

This Contract is issued against the Houston-Galveston Area Council Master Agreement, Duke's Root Control Inc - Public Services ID: 12574 - SC06-24, established and maintained by **Houston-Galveston Area Council**, and through this language hereby incorporates this Contract by reference and is included in the order of precedence.

22. Notice

The Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

23. Equal Opportunity Compliance

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure that no person in the United States shall on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

24. Indemnification

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

25. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et. seq., as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act.

26. Applicable Law

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-2. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

27. Limitation of Liability

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Contract or to damages resulting from personal injury caused by the Contractor's negligence.

28. Incorporation by Reference and Precedence

If this Contract has been procured pursuant to a request for proposals, this Contract is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response

to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Contract in reverse chronological order; (2) the Contract, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

29. Workers' Compensation

The Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Contract may be terminated by the City.

30. Inspection

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

31. Inspection of Services

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Contract requires. The City has the right to inspect and test all services contemplated under this Contract to the extent practicable at all times and places during the term of the Contract. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Contract, the City may require the Contractor to re-perform the services in conformity with the requirements of this Contract at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

i. require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Contract; and

ii. reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Contract, the City may:

iv) 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

v) terminate the contract for default.

32. Insurance

If the services contemplated under this Contract will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Contract, the following insurance coverage(s), naming the City as additional insured.

A. **Commercial General Liability** insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. **Business Automobile Liability** insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

C. **Broader Coverage and Limits**. The insurance requirements under this Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Contract and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

33. Impracticality of Performance

A party shall be excused from performance under this Contract for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

34. Invalid Term or Condition

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected and shall be valid and enforceable.

35. Enforcement of Contract

A party's failure to require strict performance of any provision of this Contract shall not

waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Contract shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

36. Patent, Copyright and Trade Secret Indemnification

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Contract infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Contract, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

i. give the Contractor prompt written notice within 48 hours of any claim;
ii. allow the Contractor to control the defense of settlement of the claim; and
iii. cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

i. provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
ii. replace or modify the product or service so that it becomes non-infringing; or,
iii. accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

37. Survival

The Contract paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Contract. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Contract shall survive this Contract.

38. Disclosure Regarding Responsibility

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, the Contractor learns that the Contractor's disclosure was at any time erroneous or

became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Contract. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Contract. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Contract pursuant to the conditions set forth in Paragraph 7 of this Contract.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Contract. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

39. Suspension, Delay or Interruption of Work

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Contract.

40. Notification

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City: Chief Procurement Officer purchasing@santafenm.gov PO Box 909 Santa Fe, NM 87504-0909	Public Utilities, Wastewater Efren Morales, Operations Superintendent 73 Paseo Real, Santa Fe, NM 87507 emmorales@santafenm.gov 505-910-7627	**To the Contractor:** Duke's Root Control, Inc. Matt Fishbune 400 E. Airport Road, Ste E Elgin, IL 60123 mfishbune@dukes.com 312-890-3587

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

41. Succession

This Contract shall extend to and be binding upon the successors and assigns of the parties.

[REMAINEDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGE TO FOLLOW]

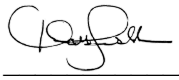
IN WITNESS WHEREOF, the Parties have executed this Contract as of the date of the signature by the required approval authorities below.

City of Santa Fe:

_____
Alan Webber, MAYOR

Date:_____

Contractor:



_____
Matt Fishbune, President and CEO

Date: Nov 17, 2025

NMBTIN: __75-3026801_____

Attest:

_____
City Clerk

Approved to form and legal sufficiency by:

Marcos Martínez
Marcos Martínez (Nov 17, 2025 07:42:43 MST)
_____
Senior Assistant City Attorney

Approved for Finances:

Emily K. Oster
_____
Finance Director

Exhibit A

Fee Estimate

HGACBuy Contract No. SC06-24

Services	Price	UM	QTY	Subtotal
API+ Acoustic Pipeline Inspection and Manhole Assessment Consisting of: • Sewer line rapid assessment • Manhole assessment including one (1) invert photo, one (1) area photo, and severity rating • Executive Analytics Dashboard deliverables	$0.55	LF	648202	$356,511.10

Level 2 MACP Manhole Inspection Program
Manhole Inspection & Assessment Program Includes:
• Rinno Camera - digital 360 manhole inspections
• MACP Deliverables:
  • MDB Database
  • GDB / GIS shape files with all deliverables
• Deliverables Review Meeting
	$190.00	EA	295	$56,050.00

Condition Assessment Report (CAR) - Manhole Includes: • 11x17 or 24x36 Maps • Corresponding Rehab Recommendations • Corresponding Cost Summaries	$40.00	EA	295	$11,800.00
CCTV Pipeline Inspection - No Cleaning (8-12") Includes: • NASSCO V7.0 PACP Observation Coding • PDF Reports for each line segment with pipe graph and observation thumb nails • Picture folder with all observation photos	$2.10	LF	162051	$340,307.10
Light Cleaning	$2.10	LF	162051	$340,307.10
CCTV Pipeline Inspection - No Cleaning 15+" Includes: • NASSCO V7.0 PACP Observation Coding • PDF Reports for each line segment with pipe graph and observation thumb nails • Picture folder with all observation photos	$2.36	LF	17850	$42,126.00
Heavy Cleaning (3 passes)	$5.25	LF	12000	$63,000.00
Condition Assessment Report (CAR) - Pipe Includes: • 11x17 or 24x36 Maps • Corresponding Rehab Recommendations • Corresponding Cost Summaries	$0.35	LF	162051	$56,717.85
Sewer Alert Sanitary Sewer Overflow Alerting & Notification - 5 units for 48 months	$350.00	MO	240	$84,000.00
Mobilization for Heavy Cleaning	$1,500.00	LS	1	$1,500.00
				$1,352,319.15
Taxes				
Tax (8.1875%)	$110,721.13	LS	1	$110,721.13
				$110,721.13

Total **$1,463,040.28**

Log # *{Finance use only}*	
Journal # *{Finance use only}*	

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
Public Utilities/Wastewater	5/28/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WW TREATMENT COLLECTIONS/REPAIR AND MAINT BUILDING/STRUCTURE	5000362	520100		$ 1,463,041	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
JUSTIFICATION: *(use additional page if needed)* *--Attach supporting documentation/memo*				$ 1,463,041	$ -

To increase account 520100 for Duke's. Plese see memo for detail and please add **Duke's-Eval Ser** for posting of BAR

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
500	(1,463,041)
TOTAL:	**(1,463,041)**

Linda MacAllister 9/30/2025
Prepared By *{print name}* Date

Division Director Signature *{optional}* Date
Jesse Roach
Jesse Roach (Nov 17, 2025 13:15:26 MST)

Department Director Signature Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Budget Officer Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

DocuSign Envelope ID: 24652F1B-035D-4B60-AD91-DDF8C4DDCC55

MASTER GENERAL PROVISIONS

This Master Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Duke's Root Control Inc, hereinafter referred to as the Contractor, having its principal place of business at 400 Airport Road, Suite E, Elgin, IL 60123.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Master Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Master Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Master Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Master Agreement and bind the Contractor to the terms of this Master Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Master Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Master Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: PUBLIC INFORMATION

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Master Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

ARTICLE 4: INDEPENDENT CONTRACTOR

The execution of this Master Agreement and the rendering of services prescribed by this Master Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Master Agreement or act of H-GAC in performance of the Master Agreement shall be construed as making the Contractor the agent, servant, or employee of H-GAC, the State of Texas, or the United States Government. Employees of the Contractor are

DocuSign Envelope ID: 24652F1B-035D-4B60-AD91-DDF8C4DDCC55

subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

ARTICLE 6: SUSPENSION AND DEBARMENT

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to the Federal Rule above, Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)

H-GAC's goal is to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
6.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting

NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes, or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed subcontractors, provision of documented evidence that an active participatory role for a DBE entity was

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considered in a procurement transaction, etc.

ARTICLE 8: SCOPE OF SERVICES
The services to be performed by the Contractor are outlined in an Attachment to this Master Agreement.

ARTICLE 9: PERFORMANCE PERIOD
This Master Agreement shall be performed during the period which begins Jun 01 2024 and ends May 31 2028. All services under this Master Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Master Agreement.

ARTICLE 10: PAYMENT OR FUNDING
Payment provisions under this Master Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

ARTICLE 11: PAYMENT FOR WORK
The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISCOUNTS
If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

ARTICLE 13: REPORTING REQUIREMENTS
If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Master Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this Master Agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this Master Agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Master Agreement. Any additional reporting requirements shall be set forth in the Special Provisions of this Master Agreement.

ARTICLE 14: INSURANCE
Contractor shall maintain insurance coverage for work performed or services rendered under this Master Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS
Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet, or otherwise dispose of this Master Agreement or any right, title, obligation, or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Master Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 16: AUDIT
Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Master Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and

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agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 17: TAX EXEMPT STATUS

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

ARTICLE 18: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Master Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Master Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party Master Agreements.

ARTICLE 19: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Master Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS

Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor’s behalf or refuse to add entities after a contract is awarded.

ARTICLE 21: CHANGE ORDERS AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Master Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

B. To ensure the legal and effective performance of this Master Agreement, both parties agree that any amendment that affects the performance under this Master Agreement must be mutually agreed upon and

that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Master Agreement and shall be binding upon the parties as if written herein.

C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

ARTICLE 22: CONTRACT ITEM CHANGES

A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.

B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H- GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.

C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.

D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide written notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

ARTICLE 23: CONTRACT PRICE ADJUSTMENTS

Price Decreases

If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing.

Price Increase

Contractors may request a price increase for items priced as Base Bid items and Published Options. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges or other governmental actions, or other economic factors. Manufacturer price/contract changes involving the sale of motor vehicles will be considered and may be allowed during the entire contract

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period subject to submission and verification of the proper documentation required for a contract change as referenced in this section.

Price Changes
Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g., 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes.
For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document. The request must include the new catalog or price sheet. All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

Requesting Price Increase/Required Documentation
Contractor must submit a written overview of changes requested and reasons for the request, stating the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must be supported with substantive documentation (e.g., notices from suppliers and manufacturers of pricing changes in products, components, transportation, raw materials or commodities, and/or product availability, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line-item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and updating of the website. The letter and documentation must be sent to Lead Program Coordinator, james.glover@h-gac.com.

Review/Approval of Requests
If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

ARTICLE 24: DELIVERIES AND SHIPPING TERMS

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Shipping must be Freight On Board Destination to the delivery location designated on the Customer purchase order. The Contractor will retain title and control of all goods until delivery is completed and the Customer has accepted the delivery. All risk of transportation and all related charges are the responsibility of the Contractor. The Customer will notify the Contractor and H-GAC promptly of any damaged goods and will assist the Contractor in arranging for inspection. The Contractor must file all claims for visible or concealed damage. Unless otherwise stated in the Master Agreement, deliveries must consist only of new and unused merchandise.

ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)

There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for

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any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

ARTICLE 26: MANUALS

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Master Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices, and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior approval.

ARTICLE 28: WARRANTIES, SALES, AND SERVICE

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Master Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

ARTICLE 29: TERMINATION PROCEDURES

The Contractor acknowledges that this Master Agreement may be terminated for Convenience or Default. H-GAC will not pay for any expenses incurred after the termination date of the contract.

A. *Convenience*

H-GAC may terminate this Master Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Master Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. *Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Master Agreement, in any one of the following circumstances:

(1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or

(2) If the Contractor fails to perform any of the other provisions of this Master Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Master Agreements that completion of services herein specified within the Master Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period of ten (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

(3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the

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Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

ARTICLE 30: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Master Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Master Agreement, which shall continue in full force and effect.

ARTICLE 31: FORCE MAJEURE

To the extent that either party to this Master Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 32: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or Contractors subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Master Agreement, shall participate in any decision relating to this Master Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Master Agreement.

A. **Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict-of-interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website https://www.ethics.state.tx.us/forms/CIQ.pdf. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.

B. **Certificate of Interested Parties Form – Form 1295:** As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

ARTICLE 33: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Master Agreement," If the Federal award meets the definition of "funding Master Agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding Master Agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Master Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Master Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d)

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Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Master Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Master Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CPR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CPR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 34: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (EFFECTIVE AUG. 13, 2020 AND AS AMENDED OCTOBER 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Respondent must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that offerors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 35: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, when using federal grant award funds H-GAC should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). H-GAC must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, then it shall work with H-GAC to provide all required certifications and other documentation needed to show compliance.

ARTICLE 36: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Master Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Master

Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation, and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Master Agreement or which would adversely affect the Contractor's ability to perform services under this Master Agreement.

ARTICLE 37: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits, or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Master Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Master Agreement.

ARTICLE 38: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Master Agreement.

ARTICLE 39: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Master Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Master Agreement.

ARTICLE 40: JOINT WORK PRODUCT

This Master Agreement is the joint work product of H-GAC and the Contractor. This Master Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 41: PROCUREMENT OF RECOVERED MATERIAL

H-GAC and the Respondent must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the

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performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

ARTICLE 42: COPELAND "ANTI-KICKBACK" ACT

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

ARTICLE 43: DISCRIMINATION

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

ARTICLE 44: DRUG FREE WORKPLACE

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable. For the purposes of this Section, "drug-free" means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

ARTICLE 45: APPLICABILITY TO SUBCONTRACTORS

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Master Agreement will be bound by the foregoing terms and conditions.

ARTICLE 46: WARRANTY AND COPYRIGHT

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

ARTICLE 47: DATA HANDLING AND SECURITY

It will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent unauthorized access to all data, products, and deliverables.

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ARTICLE 48: DISPUTES

All disputes concerning questions of fact or of law arising under this Master Agreement, which are not addressed within the Whole Master Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Master Agreement and in accordance with H-GAC's final decision.

ARTICLE 49: CHOICE OF LAW: VENUE

This Master Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Master Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 50: ORDER OF PRIORITY

In the case of any conflict between or within this Master Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and 4) Other Attachments.

ARTICLE 51: WHOLE MASTER AGREEMENT

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. If this Master Agreement has not been signed by the Contractor within 30 calendar days, this Master Agreement will be automatically voided. The Master General Provisions, Master Special Provisions, and Attachments, as provided herein, constitute the complete Master Agreement between the parties hereto, and supersede any and all oral and written Master Agreements between the parties relating to matters herein. Except as otherwise provided herein, this Master Agreement cannot be modified without written consent of the parties.

ARTICLE 52: UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM)

In accordance with 2 CFR Title 2, Subtitle A, Chapter I, Part 25 as it applies to a Federal awarding agency's grants, cooperative agreements, loans, and other types of Federal financial assistance as defined in 2 CFR 25.406. Contractor understands and as it relates to 2 CFR 25.205(a), a Federal awarding agency may not make a Federal award or financial modification to an existing Federal award to an applicant or recipient until the entity has complied with the requirements described in 2 CFR 25.200 to provide a valid unique entity identifier and maintain an active SAM registration (www.SAM.gov) with current information (other than any requirement that is not applicable because the entity is exempted under § 25.110). 2 CFR 25.200(b) requires that registration in the SAM **prior to submitting an application or plan**; and maintain an active SAM registration with current information, including information on a recipient's immediate and highest level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency; and provide its unique entity identifier in each application or plan it submits to the Federal awarding agency. To remain registered in the SAM database after the initial registration, the applicant is required to review and update its information in the SAM database on an annual basis from the date of initial registration or subsequent updates to ensure it is current, accurate and complete. At the time a Federal awarding agency is ready to make a Federal award, if the intended recipient has not complied with an applicable requirement to provide a unique entity identifier or maintain an active SAM registration with current information, the Federal awarding agency: (1) May determine that the applicant is not qualified to receive a Federal award; and (2) May use that determination as a basis for making a Federal award to another applicant.

ARTICLE 53: PROCUREMENT OF RECOVERED MATERIALS

In accordance with 2 CFR 200.323, the Houston-Galveston Area Council and the Contractor or Subrecipient must

comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the Contractor or Subrecipient certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Agreement will be at least the amount required by the applicable contract specifications or other contractual requirements.

SIGNATURES:
H-GAC and the Contractor have read, agreed, and executed the whole Master Agreement as of the date first written above, as accepted by:

Duke's Root Control Inc

Signature	DocuSigned by: Matt Fishbune 7677277A0D2B415...	Signature	DocuSigned by: 82EC270D5D61423...
Name	Matt Fishbune	Name	Chuck Wemple
Title	President & CEO	Title	Executive Director
Date	5/20/2024	Date	5/20/2024

H-GAC

From: DUTTON-LEYDA, TRAVIS K.
To: MACALLISTER, LINDA M. (Contractor)
Cc: MORALES, EFREN M.; Purchasing DET
Subject: RE: Determination Request
Date: Monday, October 20, 2025 10:37:18 AM
Attachments: image002.png
image004.png

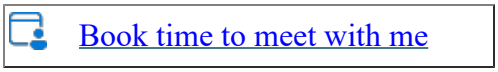
Greetings,
Based on the provided scope of work, it has been classified as General Services. This determination is solely focused on that classification and does not address whether the scope of work or procurement method complies with all relevant legal requirements. I reserve the right to modify this determination should the scope of work differ from what was originally submitted. The procurement must follow the processes and procedures established by the City of Santa Fe, Central Purchasing, the Procurement Manual, and applicable state statutes.
Please note:

- Save this email as a PDF and upload it into the corresponding packet and Munis records.
- Check with WorkQuest dba Horizons of New Mexico (vendor # 8673) (mloehman@horizonsofnewmexico.org) ***if*** this service appears on their approved list.
- If your request includes anything that needs to be reviewed and preapproved by another City Department/Division, please send the same SOW to the corresponding email address and include their response in your packet/Munis.
- If your request includes anything that needs to be reviewed and preapproved by another City Department/Division, please send the same SOW to the corresponding email address and include their response in your packet/Munis.
    - Treasury (Point of Sale Systems) – questions: drsena@santafenm.gov; clromero@santafenm.gov. Request signature from: clromero@santafenm.gov
    - IT components (everything IT) – questions: ereview@santafenm.gov. Request signature from: edcandelaria@santafenm.gov;
      Copy: zxdushdurova@santafenm.gov; lenobes@santafenm.gov; lfworstell@santafenm.gov
    - Vehicles – questions: fleet@santafenm.gov. Request signature from: dmjaramillo@santafenm.gov
    - Grants – questions: grants@santafenm.gov. Request signature from: evlujan@santafenm.gov
    - Construction, Facilities, Furniture, Fixtures, Equipment, etc. – questions: fmdreview@santafenm.gov. Request signature from: jsburnett@santafenm.gov
    - Emergency Related Purchases – questions oem@santafenm.govand. Request signature from: klmorgan@santafenm.gov

Asset over $5k – questions: accountspayable@santafenm.gov. Request signature from: jxbolden@santafenm.gov

- Ensure that the current and appropriate templates and forms are used, they can be found on the intranet https://intranet.santafenm.gov/finance_1 and OpenGov https://procurement.opengov.com/governments/1784201/projects and documented procedures/laws/rules are followed.
- > $20k per year, when processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails.
- If you are processing a procurement where the forecasted amount is =/> $60k, per NMSA 1978, Section 13-1-102, the procurement method must be ITB (if you choose not to use a cooperative or an existing contract). If you feel you need to process an RFP, you must get an Authorization and Plan approved before you process.
- < $20k per year, one quote is acceptable.
- From $20k to $60k per year, if you aren't using a cooperative or existing contract, you must provide 3 quotes in your req. Must use the Munis Bid Module, OpenGov, or Pavilion.
- **Identify your funding source and notify Purchasing.**
  It's essential to determine the funding source early, as it impacts the required documentation and contract language. For example, if federal funds are being used, specific federal provisions must be included in both the procurement request and the resulting contract. Notifying Purchasing of the funding source upfront ensures compliance and avoids delays.
- Follow the link below to review existing price agreements, contracts, or cooperative agreements that might be applicable to this request. You might be able to use an existing price agreement/contract to save time and money.
- Pavilion: Free Cooperative Contract Search for Governments (please work with Purchasing if you think you found an existing or cooperative contract that might work)
- Submit via **Submit Purchase Requests** or the appropriate email address:
- Determination requests to purchasing_det@santafenm.gov
- All other requests to purchasing@santafenm.gov

Thank you for submitting this scope of work for my review.



Regards,
Travis Dutton-Leyda, City of Santa Fe Chief Procurement Officer
200 Lincoln Avenue
Santa Fe, NM 87501
505-629-8351
tkduttonleyda@santafenm.gov

Vendor Registration Sites and Current Procurement Opportunities:
[Current for Finances Only] https://santafenm.munisselfservice.com/vss/
[We Are Live With OpenGov] https://procurement.opengov.com/portal/santafenm
[Current] https://www.withpavilion.com/
Internal Link: https://intranet.santafenm.gov/central_purchasing_division_cpd

CITY OF SANTA FE
FINANCE

"A journey of a thousand miles begins with a single step" ~ Lao Tzu

---

From: MACALLISTER, LINDA M. (Contractor) <lmmacallister@santafenm.gov>
Sent: Monday, October 20, 2025 10:28 AM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: MORALES, EFREN M. <emmorales@santafenm.gov>
Subject: Determination Request

Hello Travis,

Below is a SOW for your review.

Scope of Work:

Complete field survey by installing transmitter and receiver between each pipeline segment in the test area and collect scores for each pipe segment. Make every reasonable effort to access each manhole, and complete field televising using a digital manhole camera system. If access is limited Contractor will attempt to obtain the information to the best of their abilities. Will provide all equipment and personnel as required to complete inspections, including at least (1) NASSCO certified inspector onsite during inspections per camera truck. Will provide light traffic control , as needed. Preform light to heavy cleaning of lines that require it. Upon project completion, provide executive summary report identifying all pipes and their corresponding scores. Will provide access to Insight 360, Duke's web hosted data platform. Will provide the city with a detailed report which includes but is not limited to, Data in Access (NASSCO export DB) and .CSV / Excel format, all digital

Thank you,

Linda MacAllister
Contract Specialist
City of Santa Fe Waste Water/Purchasing

Cell: 505-577-6731

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/06/2024

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
Willis Towers Watson Northeast, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

RECEIVED 12/17/2024

INSURED
Duke's Root Control, Inc.
400 Airport Rd, Unit E
Elgin, IL 60123

CONTACT NAME: WTW Certificate Center
PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378
E-MAIL ADDRESS: certificates@wtwco.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Nautilus Insurance Company	17370
INSURER B: Starr Indemnity & Liability Company	38318
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** W36542688 **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 LOC OTHER:	Y	Y	ECP2039143-12	12/08/2024	12/08/2025	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 $ 25,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			1000679525241	12/08/2024	12/08/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ Included $ Included $ Included
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			FFX2039144-12	12/08/2024	12/08/2025	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: No If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		100 0005190	12/08/2024	12/08/2025	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
A	Pollution Liability			ECP2039143-12	12/08/2024	12/08/2025	Each Condition Deductible	$1,000,000 $25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Santa Fe, their officials, officers, employees and agents are included as Additional Insureds as respects to General Liability.

General Liability policy shall be Primary with any other insurance in force for or which may be purchased by Additional Insureds.

CERTIFICATE HOLDER

City of Santa Fe
Attn: Collections Manager
73 Paseo Real
Santa Fe, NM 87507

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

Mark Vick

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SR ID: 26879456 BATCH: 3732562

AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Willis Towers Watson Northeast, Inc.	Duke's Root Control, Inc. 400 Airport Rd, Unit E Elgin, IL 60123
POLICY NUMBER See Page 1	
CARRIER: See Page 1 / NAIC CODE: See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Waiver of Subrogation applies in favor of Additional Insureds with respects to General Liability.

The Excess policy sits excess of the General Liability policy, meaning the Personal & Adv Injury limit requirement of $2M is satisfied through the Excess limit.

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SR ID: 26879456 BATCH: 3732562 CERT: W36542688

Services Offered to the City of Santa Fe (9.2023)

Approved:
These services have been approved by the New Mexico Council for Purchasing from Persons with Disabilities and are available through Horizons of New Mexico.

- ADA Accessibility Consulting Services
- Auctioneering Services
- Bulk Mailing and Sorting
- Call Center Services
- Computer Refurbishing
- Courier Services
- Decontamination, Sanitation and Sterilization Services
- Debris Removal
- Document Imaging
- Document Shredding
- Envelope Stuffing
- General Labor
- Hard Drive Destruction
- Janitorial and Housekeeping Services – Including Carpet Cleaning & Floor Care
- Landscape Irrigation
- Landscaping
- Mailing Services
- Management of an Assistive Technology Reuse and Recycling Program
- Meeting Minute Preparation Services
- Pest Control and Extermination Services
- Printing Services
- Rest Area Maintenance
- Screen Printing
- Snow Removal
- Yard, Grounds, and Lawn Maintenance

Permissive:
The services have been approved by the New Mexico Council for Purchasing from Persons with Disabilities as permissible for sale under the State Use Act through Horizons of New Mexico. While the Council recognizes that certain Horizons of New Mexico members are capable of performing the services listed below, said services are considered permissive and excluded from the mandatory aspect of the State Use Program. Any procurement of the below services through Horizons of New Mexico is at the discretion of the purchasing agent and will be considered by the Council on a case-by-case basis.

- Graphic Design
- Graphic Design - Logo Design
- IT – Enterprise Application
- IT – IV & V
- IT Network and Database Management
- IT Support
- IT Security Services
- IT – Web Design
- IT – Web Programmer
- Marketing
- Social Media Marketing
- Training Services

For the complete State Use service list, please go to: http://horizonsofnewmexico.org/services.html

CITY OF SANTA FE

The Purchasing Memo

Date: September 21, 2025

To: Governing Body
Finance Committee
Public Utilities/ Public Works

From: Martin Valdez, ESD Fleet Manager MJV

Via: Jesse Roach, Interim Public Utilities Department Director JR
Debora Trujillo, Environmental Services Division Director DEBORA TRUJILLO

Subject: Purchase of Two (2) Front Load Collection Vehicles

Vendor Name: Bruckner Truck Sales Inc

Munis Vendor Number: 3431

ITEM AND ISSUE:

Public Utilities Department respectfully requests your review and approval of the purchase of two (2) Commercial Front load Collection Vehicles in the Total Amount of $970,078.00 excluding tax with Bruckner Truck Sales via Cooperative Educational Services (CES) Contract #2024-24-C117ALL

BACKGROUND AND SUMMARY:

Environmental Services seeks to purchase two (2) front-load vehicles powered by compressed natural gas (CNG) to replace two existing front-load vehicles that are no longer viable due to consistently high maintenance costs. The transaction will be conducted through Bruckner's Truck and Equipment and includes two (2) 40-yard Wittke commercial front-load packing bodies mounted on two (2) CNG-fueled AUTOCAR chassis. These chassis have previously proven to be dependable, efficient, and durable in our fleet operations. This acquisition supports the City of Santa Fe's ongoing efforts to reduce emissions and lower our carbon footprint by transitioning to cleaner, more sustainable fuel alternatives.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: ESD Enterprise Fund / Fund 510

Munis Org Name/Number: ESD Commercial Collections / 5100332

Munis Object Name/Number: Vehicles > 1.5 / 571000

Budget Officer / Designee: Andy Hopkins **Date:** 10/01/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was:

Cooperative Educational Services (CES) Contract Number: 2024-24-C117-ALL, RFP Number: 2024-24 (Medium & Heavy – Duty Trucks) Expires May 21, 2028

Chief Procurement Officer (CPO) / Designee: _____ **Date:** 10/02/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ **Yes |** ☐ **No**

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Vehicles included? ☐ **Yes |** ☐ **No**

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: approved via email as shown below

Construction to City Facilities, Furniture, and/or Fixtures included? ☐ **Yes |** ☒ **No**

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this an externally funded purchase? ☐ **Yes |** ☒ **No**

If yes, what is the issuing agency: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? ☒ **Yes |** ☐ **No**

Project Ledger Number: _____

Approval: Rebecca Lovato-Sanouvong **Title:** Rebecca Lovato-Sanouvong **Date:** 10/01/2025

Comment/Exceptions: _____

ATTACHMENTS:
Vendor's Quote
CES Contract Award Letter
RFP 2024-24 / Contract
Chassis / Body Specs
Fleet Maintenance Manager's Memo

Bruckner's TRUCK & EQUIPMENT

Bruckner Truck Sales, Inc.
CES Quote

Financing Available!

Scan QR Code to Complete an Application

Date: **August 21, 2025**

CUSTOMER INFORMATION	
Name:	**City of Santa Fe**
Name:	
Address:	**1142 Siler Rd.**
CSZ:	**Santa Fe, NM 87507**
Phone:	Cell: **505-231-3751**
Fax:	Contact: **Martin Valdez**
Email:	**mjvaldez@santafenm.gov**

EQUIPMENT INFORMATION	
Stock #:	**Factory Order**
Year:	**2026**
Make:	**Autocar**
Model:	**ACX64**
VIN:	
Salesperson:	**Ryan Linson**

EQUIPMENT SPECIFICATIONS			
Engine Make:	**Cummins ISX12N CNG**	Wheelbase:	**198"**
Horsepower:	**350HP**	Frame:	**Heavy**
Engine Brake:	**None**	Interior Trim:	**Mordura**
Transmission:	**Allison 4500 RDS 6spd**	Wheels Front:	**Steel**
Front Axle:	**20,000lb**	Wheels Rear:	**Steel**
Rear Axle:	**46,000lb**	Tire Size:	
Rear Suspension:	**HMX460EX**	Tire Front:	**315/80R22.5**
Ratio:	**5.38**	Tire Rear:	**11R22.5**

Chassis Includes the Following Local Extras:

Delivery Prep
****White with Blue & Black Stripes****
40CY Wittke Commercial Front Load Body (As Specified)
5yr/200k Cummins CNG & Allison

CES Contract 2024-24-C117-ALL
Total Production Leadtime: 240-270 Days
FOB Albuquerque, NM

			Each		Multiple Total
Trade-In Information:	Trade 1:	Trade 2:	**$480,315.00**		**$960,630.00**
Allowances:			-		
VIN:					
Year:					
Make:					
Model:					
Payoff:			-		
Quantity	2				
OTHER CHARGES:					
Federal Retail Excise Tax					
Excise Tax, Title, and License Fees (Estimated):					-
Purchase Coverage	Type:	**5yr Extended Coverage**	**4,724.00**		**9,448.00**
Insurance	Type:				-
VRS Temp Tag and Doc Fees:					-
Cash Down Payment:					
TOTAL:			**$485,039.00**		**$970,078.00**

Dealer Signature: _____ Customer Signature: _____

Date: 08/21/2025 Date: _____

A documentary fee is not an official fee. A documentary fee is not required by law, but may be charged to buyers for handling documents and performing services relating to the closing of a sale. A documentary fee may not exceed $50 for a motor vehicle contract or a reasonable amount agreed to by the parties for a heavy commercial vehicle contract. This notice is required by law.

Cooperative Educational Services
CES

Contract Award Letter

May 22, 2024

Bruckner Truck Sales, Inc.
8101 Daytona Rd NW
Albuquerque, NM 87121

RFP NUMBER: 2024-24
RFP DESCRIPTION: Medium & Heavy-Duty Trucks
CONTRACT NUMBER: 2024-24-C117-ALL
Category 1 - Lot 1 - Medium & Heavy-Duty Trucks

Dear Procurement Partner

Cooperative Educational Services (CES) thanks you for responding to our 2024-24 solicitation. The responses have been reviewed and it is our pleasure to inform you that your company has been selected to provide the products and services indicated in your response.

The Contract, in conjunction with the Contract and RFP documents, constitute the Agreement between the parties. Please retain all documents for your records. This Indefinite Delivery and Indefinite Quantity contract, as defined in NMSA 13-1-63; beginning May 22, 2024 and expiring May 21, 2028, pursuant to 13-1-150 NMSA.

It is the vendor's responsibility to keep pricing up to date throughout the life of the contract.

Sincerely yours,

Cooperative Educational Services

David Chavez
Executive Director, Chief Procurement Officer
Office: 505.344.5470

ACCEPTANCE OF PROPOSAL AND OFFER
AND CONTRACT AWARD

RFP NUMBER: 2024-24
RFP DESCRIPTION: Medium & Heavy-Duty Trucks
CONTRACT NUMBER: 2024-24-C117-ALL
Category 1 - Lot 1 - Medium & Heavy-Duty Trucks

CONTRACT

This contract award is being made by Cooperative Educational Services ("CES"), 10601 Research Rd. SE, Albuquerque, New Mexico 87123 effective this 22nd day of May 2024, to Bruckner Truck Sales, Inc., with its principal office located at 8101 Daytona Rd NW, Albuquerque, NM 87121, pursuant to the above referenced CES conducted Request for Proposal ("RFP") or Request for Bids ("RFB") procurement, and Contract Holder accepts the award and enters into this contract pursuant to the following terms and conditions.

RECITALS

Cooperative Educational Services (CES) is a cooperative procurement agency created by a Joint Powers Agreement as authorized by Section 11-1-1, et. seq., N.M.S.A., 1978, and Section 13-1-135 and procures tangible personal property, services and construction services ("Products, Services and/or Construction Services") pursuant to the New Mexico Procurement Code for the benefit of its Members and Participating Entities. The Members consist of public educational institutions in New Mexico that are signators to a Joint Powers Agreement establishing CES as their procurement agency. The Participating Entities are governmental and 501(C) (3) organizations that have entered into Participating Entity Agreements with CES which allow them to take advantage of the procurement efforts of CES.

The undersigned ("Contract Holder") has successfully responded to a RFP or RFB published by CES in accordance with the Procurement Code, (13-1-103, 111, 112), and Contract Holder is being awarded this RFP or RFB contract by CES which allows Contract Holder to offer Products, Services and Construction Services in accordance with the terms and conditions set forth herein and in the RFP or RFB documents and this contract award.

CONTRACT TERMS

1. The initial contract term shall be from the effective contract award date May 22, 2024 through May 21, 2028. CES reserves the right to renew the Contract through a written amendment signed by all required signatories, but in any case, the Contract shall not exceed the total number of years allowed pursuant to NMSA 1978 13-1-150. CES reserves the right to offer month-to-month extensions if it is determined by CES to be in the best interest of CES Members/Participating Entities

2. Contract Holder agrees and acknowledges that the contract terms and provisions are those contained in the above referenced RFP or RFB and agrees to furnish all Products, Services and/or Construction Services in compliance with all terms, conditions, specifications of and amendments to this RFP or RFB. Contract Holder understands that his obligations under this RFP or RFB contract extend to CES Members and Participating Entities who are third party beneficiaries of

this RFP or RFB procurement process. The Members/Participating Entities may negotiate with Contract Holder certain additional terms and conditions relating to the scope of services and other performance details. However, the terms and conditions of the RFP or RFB may not be altered or amended except with the approval of CES and in accordance with the State Procurement Code.

3. Contract Holder acknowledges and agrees that CES' purpose and function is to act as a cooperative procurement agent on behalf of its Members and Participating Entities so that they may take advantage of these procurement efforts. CES does not have any subsequent responsibility relating to the quality and fitness of any Products, or the performance of any Services and Construction Services by Contract Holder. Any purchase orders placed by a CES Member or Participating Entity with Contract Holder directly or through CES and any resulting contract between the Contract Holder and a CES Member or Participating Entity do not create any additional obligations on the part of CES.

4. For transactions which involve CES transmitting purchase orders from a Member/Participating Entity to Contract Holder, CES volunteers to act as a payment facilitator to make payments to Contract Holder with funds transferred to CES by the Member/Participating Entity in accordance with Member/Participating Entity's written instructions and to provide an accounting of all monies paid or received by CES pursuant to this Agreement. CES also volunteers to provide informal mediation services between Contract Holder and Member/Participating Entity in the event any dispute arises between them.

5. Contract Holder understand and agree that upon CES' receipt of funds from the Member/Participating Entity, CES has no right or authority to thereafter apply those funds to any purpose other than as instructed by Member/Participating Entity. CES shall incur no liability to Contract Holder except for liability arising from CES' own gross negligence or willful misconduct, to the extent allowed by New Mexico law. Through this procurement process, Contract Holder is authorized to provide the described Products, Services or Construction Services. CES has no obligation or right to involve itself with the manner or method by which Contract Holder provides these Products, Services or Construction Services.

6. To the extent allowed by New Mexico law, Contract Holder agrees to hold CES harmless from all costs, expenses, attorney fees and judgments based upon claims between a Member/Participating Entity and Contract Holder in connection with the specified Products, Services or Construction Services provided by Contract Holder

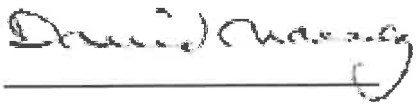
7. Contract Holder agrees that it will not assert any claim against CES in the event that a dispute arises regarding the alleged failure of Contract Holder or a Member/Participating Entity to perform as provided for in the RFP or RFB documents, any purchase order or other contract between Contract Holder and a Member/Participating Entity. This does not include claims against CES based upon the alleged gross negligence or intentional acts of CES.

8. Any liability incurred in connection with this Agreement shall be subject to the immunities and limitations of the New Mexico Tort Claims Act, §§ 41-4-1 et seq, NMSA 1978, as amended.

The Recitals are incorporated herein as contract terms.

Agreed effective the above date.

Cooperative Educational Services



Executive Director

Date: 05/22/2024

Bruckner Truck Sales, Inc.

Evan Smith

Electronically Signed on 05/22/2024

General Manager

GENERAL SCOPE OF WORK AND SPECIFICATIONS

PART I INTRODUCTION

A. GENERAL

The purpose of this Request for Proposal is to solicit sealed proposals to establish, through competitive public solicitation and negotiation, a multi-year cooperative contract, or contracts, between Cooperative Educational Services (CES) and the successful Offeror(s).

In order to assist CES Members or Participating Entities which consist of over 440 educational and governmental entities in New Mexico, CES is seeking proposals from Offeror(s) who have the experience and can provide Class 3 to Class 8 medium to heavy duty trucks; various types of truck bodies; parts and accessories; maintenance and repair services; public safety upfitting services; and warranty service; etc. **Class 1 and Class 2 trucks cannot be offered under this RFP.**

CES is looking for interested Offeror(s) that are licensed in the State of New Mexico that can provide the following options to CES Members and Participating to purchase vehicles. The options are:

1. Fleet purchase option.
2. Off the lot purchase option.
3. Used Vehicle purchase option.
4. Equipment, supplies and related services.

It is the intent of CES to establish a contract with multiple vendors who can supply the vehicles and services listed throughout this Scope of Work, for direct purchase, and as needed. All vehicles and services are to be supplied according to industry standards, according to the material manufacturers' recommendations and to the satisfaction of CES' Membership. Selected Contractors shall provide vehicles, and/or services as requested by the Member's Representative or their designee. CES or its Membership offers no guarantee of vehicles or services to be purchased under the Contract.

B. NOTICE

If practicable, CES intends to make multiple awards for sufficient coverage statewide. Price agreements` term, resulting from this RFP, are pursuant to New Mexico Procurement Code, NMSA, 1978, 13-1-150.

This is an open-ended RFP. At the discretion of CES, the RFP may remain open for accepting additional proposals after a source award or multiple source awards are made to allow CES to make additional source awards if CES determines in accordance with ¶13-1-154 NMSA 1978 that such additional awards are necessary to fully meet CES member or participating entity service or economy needs identified by CES prior to a source award(s) or identified after a source award(s) is made.

Any new Offeror may not have access to any RFP documents submitted by another Offeror or to documents involved in the rating or ranking process of Offerors, as this would negate the open and fair competition process. Offerors that submitted a proposal for this RFP event and did not receive a recommendation for award may not submit a new proposal for the same RFP event. New proposals will be evaluated as prescribed in the original RFP and evaluated against all other RFP proposals. Any new source awards will be aligned with the contract end date of the original source awards. CES reserves the right to terminate the opportunity for submittal of additional offers at any time prior to the original contract award expiration date.

C. DEFINITIONS

Alternative Fuels:

1. Liquefied petroleum gas
2. Natural gas
3. Hydrogen
4. A blend of hydrogen with liquefied petroleum or natural gas
5. An emulsion of water-phased hydrocarbon fuel that contains not less than 20% water by volume and that complies with any of the following:
   a. Is used in an engine that is certified to meet at a minimum the United States Environmental Protection Agency low emission vehicle standard pursuant to 40 Code of Federal Regulations Section 88.104-94 or 88.105-94.
   b. Is used in an engine that is certified by the engine modifier to meet the addendum to memorandum 1-A of the United States Environmental Protection Agency.
   c. Is used in an engine that is the subject of a waiver for that specific engine application from the United States Environmental Protection Agency's memorandum 1-A addendum requirements and that waiver is documented to the reasonable satisfaction of the Department of Commerce Energy Office.
6. Alcohol fuels that contain not less than 85% alcohol by volume
7. Electricity
8. Solar energy
9. A combination of at least 70% alternative fuel and no more than 30% petroleum-based fuel and that operates in an engine that meets the United States Environmental Protection Agency (EPA) low emission vehicle standard pursuant to 40 Code of Federal Regulations Section 88.104-94 or 88.105-94 and is certified by the engine manufacturer to consume at least 70% alternative fuel during normal vehicle operations.

CDL: Commercial Driver's License
Class: GVWR class ratings. "Medium Class" trucks are: Class 3: 10001-14000#; Class 4: 14001-16000#; Class 5: 16001-19500#; Class 6: 19501-26000#. "Heavy" class trucks are: Class 7: 26001-33000#; Class 8: over 33000#.
Conventional Cab: A cab/engine design with a full front section and hood, where the engine and front axle are positioned in front of the cab.
Dealer Prep: An amount or fee that the dealer charges to receive and prepare the purchase vehicle for delivery to the customer.
EPA: Environmental Protection Agency
Factory Invoice: The actual invoice the manufacturer sends to the dealer for the vehicle.
FMCSR: Federal Motor Carrier Safety Administration
FMVSS: Federal Motor Vehicle Safety Standards
GVWR: Gross Vehicle Weight Rating; the maximum allowable weight of the fully loaded vehicle, per manufacturer, including liquids, passengers, cargo, and the tongue weight of any towed vehicle.

Hybrid Electric Vehicles: HEVs are primarily propelled by an internal combustion engine, just like conventional vehicles. However, they also convert energy normally wasted during coasting and braking into electricity, which is stored in a battery until needed by the electric motor. The electric motor assists the engine when accelerating or hill climbing and at low speeds where internal combustion engines are least efficient. Unlike all-electric vehicles, HEVs do not need to be plugged into an external source of electricity to be recharged; conventional gasoline and regenerative braking provide all the energy the vehicle needs.
Insurance Institute for Highway Safety (IIHS): Tests new models by crashing them into an energy-absorbing, deformable barrier at 40 mph.
Low Cab Forward: A truck design with a truncated front section and no hood, where engine and front axle are positioned under or partially under, the cab.
Manufacturer's Suggested Retail Price (MSRP): The retail price of the new motor vehicle suggested by the manufacturer, including the retail delivered price for each accessory or item of optional equipment physically attached to the new motor vehicle at the time of delivery to the new motor vehicle dealer that is not included in the retail price suggested by the manufacturer for the new motor vehicle.
National Highway Traffic Safety Administration (NHTSA): A federal agency that regulates safety features of vehicles and that crash tests new cars for front impact into a flat, rigid barrier at 35 mph, and side impact with the test car traveling 17 mph being hit broadside by another car traveling 34 mph.
NMDOT: New Mexico Department of Transportation
NMMVD: New Mexico Motor Vehicle Department
OEM: The original equipment manufacturer
Wholesale Price: The cost of the vehicle to the dealer minus the holdback, any factory incentives and rebates.
49CFR393: Parts and Accessories Necessary for Safe Operation
49CFR571: Federal Motor Vehicle Safety Standards

PART II SCOPE OF WORK AND SPECIFICATIONS

CES is seeking proposals from Offeror(s) who have the experience and can offer a complete product line of vehicles that can be configured and equipped to meet individual CES Members or Participating Entities' needs.

The standards and specifications provided below are intended to establish minimum requirements for the Offeror and provide a general overview of the quality and type of vehicles and services being requested. Always use the latest up to date versions of a standard, code, or specification.

A. GENERAL REQUIREMENTS

1. The Offeror must be licensed in the State of New Mexico to sell vehicles.
2. All vehicles shall be new and untitled.
3. **No school bus or Class 1 to Class 2 vehicles can be offered as a response to this RFP.**
4. The Offeror will demonstrate that its facility(s) possesses the resources to supply and support the vehicles offered under this solicitation.
5. All billings and invoices must identify the CES purchase order number, complete description of vehicle with all associated options being billed, and include the name of the vehicle, model number and vehicle identification number.

6. The contractor shall include a copy of any manufacturers' order guide with this proposal. Upon request, the dealer will provide a copy of the order guide to any CES Member or Participating Entity wishing to purchase a vehicle.
7. The prices for all vehicles shall be F.O.B. the Offeror's dealership, or any location within 100 miles of the dealership. If any additional cost to deliver a vehicle is required beyond 100 miles from the dealership, that cost must be identified on a price page. If no delivery costs are identified, the dealer will deliver the car to any CES Member or Participating Entity location at no additional charge.
8. The Offeror will furnish a complete set of specifications for all trucks offered that include all weights, heights, widths, van and body materials and other information to assist in the evaluation process.
9. It shall be the responsibility of the Offeror to assure that all recall notices and other technical service bulletins or notifications from the factory are sent directly to the CES Member or Participating Entity in a timely manner.
10. All standard equipment as identified in the manufacturer's literature, data books, and fleet buyer's guides shall be furnished without additional cost on regular production vehicles.
11. All optional equipment and accessories shall be original equipment from the vehicle manufacturer, or third party authorized by the vehicle manufacturer and installed at the factory or by the dealer.
12. Any dealer provided option must be priced separately and may only be included if specifically ordered by the CES Member or Participating Entity. Under no conditions may a CES Member or Participating Entity be charged additional costs for items such as ADP (Added Dealer Profit), additional rust proofing, pinstripes, upholstery preservative, undercoating (or similar dealer packs), conveyance or document fees, or advertising surcharges.

B. EMISSION STANDARDS

Light duty vehicles and trucks are to meet the most current emission standards. Used vehicle to meet 2010 emission standards. If the Federal Emission standards change during the term of the contract, then the Offeror must provide vehicles that meet the latest federal emission standards.

C. DELIVERY

1. All vehicles will be ready for immediate use upon delivery.
2. No additional cost for fuel will be added to the final invoice.
3. All vehicles ordered must be delivered within 5 days of the quotes delivery date, which has been accepted by a CES Member or Participating Entity. If a vehicle is delayed beyond the original quoted date, or if the delayed delivery is beyond the fiscal year (ending June 30th), CES with the agency approval, reserves the right to cancel the purchase order and the member agency will be under no obligation to select a different vehicle if the vendor is unable to deliver on time.
4. In the case of a delay, the CES Member or Participating Entity needs to be notified within five (5) business days of notice from the manufacturer to Offeror. The CES Member or Participating Entity will notify CES and the Offeror within seven (7) business days whether to proceed or cancel the order. CES, CES Member or Participating Entity will be under no obligation to select a different vehicle if the order is cancelled or to select a different vehicle if the contractor is unable to deliver on time.

5. All deliveries will be made Monday through Friday during normal business hours. Vendor will contact the CES Member or Participating Entity 72 hours prior to delivery to schedule a delivery time, location and date.
6. All vehicles shall be equipped with two (2) full sets of keys to include and special purpose keys or keyless remotes (security systems, locks, storage compartments, lights, etc.) at the time of delivery.
7. Offeror will provide owners with two (2) complete sets of operations and parts manuals and one (1) operational and parts manual in electronic format on CD-R, CD-RW, DVD-R or DVD-RW. If safety videos and handbooks are available, two (2) sets will be provided to the member at no cost on CD-R, CD-RW, DVD-R or DVD-RW.
8. Manufacturer's Certificate of Origin (MCO) or Manufacturer's Statement of Origin (MSO) needs to be provided to CES Member or Participating Entity after the Offeror receives payment from CES. All documents must show the legal name of the CES Member or Participating Entity.
9. All standard and optional equipment installed, fully assembled and serviced per manufacturers' specifications.

D. PRE-DELIVERY SERVICES

1. Each unit shall be DOT inspected and include the appropriate documentation and decal. In addition, each unit shall be equipped with the required fire extinguisher and reflective triangle kit.
   a. Complete lubrication
   b. Checking of all fluid levels to ensure that they are filled to manufacturers' specifications.
   c. At time of delivery the fuel tank must be at least one-fourth (1/4) full as indicated on the fuel gauge. If dual fuel tanks are present, the vehicle must have at least one-fourth (1/4) tank in each tank. For diesel engines that use, Selective Catalytic Reduction (SCR) technology, a minimum of one-half (1/2) of a tank of diesel exhausts fluid when delivered to CES Member's or Participating Entities location or picked up by CES Member or Participating Entity. No additional cost for fuel shall be added to the final invoice.
   d. Electrically powered vehicles will have all batteries fully charged.
   e. All tires, including the spare, inflated to manufactures' specifications.
   f. Wheels properly aligned to manufactures' specifications.
   g. All vehicle mechanical, electrical and electronic operations are operating to manufacturers' specifications.
   h. Inside and outside clean with all unnecessary tags, stickers and markings removed.
   i. No decals or markings of any type pertaining to advertisements other than the manufacturer's name or model designation normally installed by the factory will be attached to the vehicle.
   j. Vehicles will need to be checked for any appearance defects and fixed before delivery to CES Member or Participating Entity.

E. VEHICLE INSPECTION

1. Prior to acceptance by the ordering agency, each vehicle shall be subject to a complete inspection by the CES Member or Participating Entity.
2. Inspection shall include, but not necessarily be limited to, conformity to the specifications, mechanical integrity, quality or workmanship and materials, and appearance defects.

3. If a vehicle is returned to the contractor prior to acceptance, corrections shall be made within seven (7) calendar days or time as mutually agreed to by the CES Member or Participating Entity and contractor. Upon delivery of a corrected vehicle, the normal inspection time will start fresh. All corrections shall be made without any inconvenience to CES Member or Participating Entity.

F. WARRANTY

1. At the minimum, warranties shall be the manufacturer's standard new vehicle warranty. All warranties shall begin when the vehicle is placed in service. It shall be the responsibility of the ordering CES Member or Participating Entity to notify the contractor when a vehicle is actually put in service.

G. EXTENDED WARRANTY OPTIONS

1. Offeror is encouraged to offer extended warranties for all major mechanical, electrical and electronic components to cover the member after the standard warranty has expired.
2. The terms, conditions, stipulations, exceptions, limitations and warrantee periods will be clearly identified.
3. The Offeror must provide all warrantee work, ongoing maintenance, have an inventory of parts and have access to specialized or custom parts within 72 hours.
4. The term of a warranty is extended by any period of time during which repair services are not available to the CES Member or Participating Entity because of any war, invasion, strike, fire, flood or other natural disaster.

H. ORDERING AND BILLING

1. Fleet purchases will enable the CES Member or Participating Entity to order options as needed.
2. Trucks offered may have many options, provided by the manufacturer and authorized third party manufacturers, body builders or dealers.
3. All optional equipment and accessories to be original equipment from the manufacturer or provided by manufacturer approved aftermarket suppliers and installed by a factory qualified certified technician.
4. Except as restricted by the manufacturer in a fleet purchase, all factory incentives and rebates will be passed to the CES Member or Participating Entity. All participating dealer rebates, year-end rebates, and other discounts offered to the general buying public will be available to the CES Member or Participating Entity.
5. All dealers must identify the dealer holdback offered by the manufacturer as a percentage of the base invoice, the base MSRP, total MSRP, or other basis.

I. SAFETY

1. The Offeror will provide, at no charge to the Member/Participating Entity, MSDS information providing asbestos content of friction materials (brake pads, brake shoes, clutch discs, etc.), upon request.
2. Truck shall comply for FMVSS 208 Occupant Crash Protection
3. All vehicles offered shall comply with most current FMVSS standards.

J. WARRANTY MINIMUM REQUIREMENTS:

a. Class 3-7 Medium Duty Trucks
   a. Base vehicle - 2 years unlimited mileage
   b. Engine - 3 years unlimited mileage
   c. Transmission either manual or automatic – 2 years unlimited mileage
   d. Steering and drive axles – 2 years unlimited mileage
   e. Frame, Frame Rails and Crossmembers – 5 years unlimited mileage
   f. Cab Structure – 5 years unlimited mileage
   g. Full parts and labor on warrantable failures
   h. Travel or towing when an engine or transmission is disabled by a warrantable failure or further operation would cause damage – 3-year unlimited mileage
   i. Consumables not reusable due to covered failure
   j. No deductible
b. Class 8 Heavy Duty Trucks
   a. Base vehicle - 2 years unlimited mileage
   b. Engine - 2 years unlimited mileage
   c. Transmission either manual or automatic – 2 years unlimited mileage
   d. Steering and drive axles – 2 years unlimited mileage
   e. Frame, Frame Rails and Crossmembers – 5 years unlimited mileage
   f. Cab Structure – 5 years unlimited mileage
   g. Full parts and labor on warrantable failures
   h. Travel or towing when an engine or transmission is disabled by a warrantable failure or further operation would cause damage - 2-year unlimited mileage
   i. Consumables not reusable due to covered failure
   j. No deductible
c. OEM parts
   a. 12 months unlimited mileage
d. Bodies
   a. 12 months unlimited mileage
   b. Full parts and labor on warrantable failures
   c. No deductibles
e. Extended Warranty Options
   a. Offeror is encouraged to offer extended warranties for all major mechanical, electrical and electronic components to cover the member after the standard warranty has expired.
   b. To cover parts, labor, and towing.
   c. To include maintenance service plans.
   d. The terms, conditions, stipulation, exceptions, limitations and warranty periods will be clearly identified.
   e. Minimum period of 2 years after the standard warranty period.
   f. Warranty and all terms, conditions, stipulation and warranty periods will be clearly identified to the member.
   g. All warranty periods will begin when the vehicle is accepted by the Member/Participating Entity.

K. New Mexico requires that 25% vehicles purchased by public agencies operate or have the option to operate on alternative fuel. The Offeror is encouraged to offer alternative fuel vehicles to meet state and federal air standards.

1. The Offeror will submit the most up-to-date set of manufacturer specifications for any alternative fueled vehicle offered.
2. Bi-fuel vehicles must have upgraded intake valve seats or other modifications that promote engine life with hotter burning natural gas.
3. Offeror of electric vehicles will provide infrastructure information (charging locations) and informational assistance to members in establishing a local charging station.
4. Alternative fueled vehicles may operate on liquefied petroleum gas, natural gas, hydrogen, a blend of hydrogen with liquefied petroleum or natural gas, an emulsion of water-phased hydrocarbon fuel that contains not less than 20% water by volume, alcohol fuels that contain not less than 85% alcohol by volume, electricity, solar energy, a combination of at least 70% alternative fuel and no more than 30% petroleum-based fuel. As new technology introduces other alternative fuels, these vehicles can be added to the contract if they can be licensed to operate in New Mexico.
5. For alternative fueled vehicles, the Offeror shall provide list of locations where fuel can be procured.

L. CAB AND CHASSIS VEHICLES

1. The production vehicle shall be a current Model Year.
2. The Offeror is encouraged to propose a full line of chassis and cab, conventional and low cab forward. Complete specifications for models proposed must be included in the proposal package with prices.
3. Engines may be gas or diesel.
4. Chassis shall be heavy duty and the as-built, fully loaded Gross Vehicle Weight cannot exceed the Original Equipment Manufacturers (OEM) GVWR.
5. Engine shall meet current Federal Emission standards for diesel, gas and alternative fueled trucks.
6. The front and rear springs shall have a ground load rating equal to or exceeding the GVWR of the vehicle.
7. The fuel system shall meet the minimum requirements FMVSS be supplied by the OEM. Any chassis fuel system modifications shall be fully compliant with FMVSS and Federal Emission Standards.

M. TRANSMISSION

1. The transmission shall be heavy-duty OEM installed.
2. Manual transmissions with five (5) or more speeds can be offered.
3. Automatic transmissions with four (4), five (5), six (6) speeds or more speeds can be offered.
4. Transmission auxiliary cool is to be offered.
5. Four-wheel or all-wheel drive vehicles may be offered.

N. ENGINES

1. Diesel and gas engines offered must be of the latest design, fuel efficient and meet or exceed the most current federal, state and local emissions standards.
2. Diesel engines that use biodiesel must conform to the specifications of ASTM 6751, Biodiesel Standard.
3. For diesel engines that use Selective Catalytic Reduction (SCR) technology. Various tank sizes need to be offered.
4. Diesel engines must be able to operate us at minimum B-5 biodiesel fuel. Manufactures are encouraged to provide vehicles that can operate with B-20 biodiesel fuel.

5. CNG, LNG, LP and Hybrid Electric power plants can be offered as options.
6. Engine and emission systems to be tuned to proper operating condition and operating per manufactures' specifications.
7. All water-cooled vehicles will have antifreeze protection to -35°F or to meet regional delivered levels.
8. Various sizes and types of single and dual-fuel tanks should be available depending on the fuel type and vehicle configuration ordered and must meet or exceed federal standards.

O. ALTERNATIVE FUEL VEHICLES

1. The Offeror is encouraged to offer alternative fuel vehicles to meet state and federal air standards.
2. For electric vehicles, the Offeror shall provide charging information and equipment.
3. Alternative fueled vehicles may operate on liquefied petroleum gas, natural gas, hydrogen, a blend of hydrogen with liquefied petroleum or natural gas, or bio diesel. As new technology introduces for other alternative fuels, these vehicles can be added to the contract if they can be licensed to operate in New Mexico.

P. BODIES AND UTILITY BED OPTIONS

1. The Offeror is encouraged to propose a full line of bodies for various member operations.
2. May include, but not be limited to: Stake beds, dump beds, lift beds, lift gates, water tanks, component body beds, service bodies, haulers, emergency service bodies (including police, fire, etc.), refuse disposal, roll-off, hazardous material (HazMat) related service beds/hauling, mounted cranes or booms, refrigerated box, box, or Member designed bed option.
3. Third-party equipment is permitted, and factory or dealer installed is preferred.
4. Bodies or utility beds offered may be hydraulically, mechanically, and/or electrically operated, powered by the vehicle's electrical supply, a power-take-off (PTO), independent or separate power source. PTO's shall be installed in accordance with vehicle manufacturer's recommendations.
5. In the event the factory installed vehicle electrical system requires modifications/upgrades to provide power to the optional utility bed, installing dealer shall ensure modifications/upgrades will be in accordance with the vehicle manufacturer's specifications, and not void the manufacturer's warranty.
6. Must be securely fastened to the basic vehicle structure and bolted securely through chassis rail flange as per chassis manufacturer design specifications.
7. Shall not exceed the manufacturer's vehicle load recommendations or the gross vehicle weight rating (GVWR). The factory-installed vehicle braking system shall meet or exceed the US Department of Transportation (USDOT) and New Mexico Department of Transportation (NMDOT) stopping requirements for the total vehicle GVWR.
8. All options provided shall comply with USDOT and NMDOT requirements for width, height, weight, lighting, safety, and other requirements for operation on city, and county roads, and state and federal highways. Vendor agrees to consult and provide CES Members or Participating Entities requirements and specifications for CES Members or Participating Entities designed bed options to comply with USDOT and NMDOT requirements.
9. Dealer shall supply to the CES Members or Participating Entities any USDOT and/or NMDOT certificates stating compliance for the vehicle, and/or utility bed installed on the vehicle, if applicable and/or required for registration and use on highways.

10. Upon request by the CES Members or Participating Entities prior to vehicle delivery, the dealer will assist CES Members or Participating Entities in obtaining or provide service to obtain any required vehicle inspections. Vehicle shall pass all required inspections prior to passing of vehicle title to Member/Participating Entity.

Q. BRAKES

1. Brakes should include, but not limited to, standard four-wheel hydraulic disc, air, antilock systems, engine and compression brake systems that are appropriate for the size of the vehicle.
2. Braking systems offered on vehicles offered shall comply with the minimum stopping distances as stated in USDOT, 49 CFR Part 571 Federal Motor Vehicle Safety Standards.
3. Air braking systems offered shall comply with USDOT, 49 CFR Part 571 Federal Motor Vehicle Safety Standards: Air Brake Systems.
4. Engine brakes may be offered as a vehicle braking option.

R. STEERING

1. OEM Power steering is required for all vehicles offered.
2. Steering shall incorporate an OEM factory installed tilt wheel and cruise control.

S. INSTRUMENTAL PANEL

1. The instrument panel shall have lamps sufficient to illuminate all instruments. All instruments shall be accessible for maintenance and repair and shall be mounted so that each instrument and all indicator lights are clearly visible to the driver. Chassis OEM gauges shall be used in the driver's instrument cluster. If OEM gauges are not available, then gauges of equality quality can be used. Lights in lieu of the listed gauges will not be acceptable.

T. BACK-UP WARNING DEVICE

1. Shall be waterproof that is readily audible outside each vehicle when the transmission is in reverse.
2. A rear obstacle detection system can be offered.

U. TWO-WAY RADIO AND ANTENNA PRE-WIRE

1. A two-way radio 12-volt DC supply, ground harness and cable conduit shall be installed in the driver's area.
2. Provide noise suppression due to alternator, lighting, engine or other source.

V. MIRRORS

1. The truck shall be equipped with a corrosion-resistant, outside rearview mirror on each side of the truck. The mirrors shall permit the operator to view the highway along both sides of the truck, including the rear wheels. The mirrors are to be designed in such a way that allows for firm attached to the truck to prevent vibration and loss of adjustment, but not losing the folding feature.

W. SUN VISOR

1. Windshield sun visor system shall be standard OEM chassis visor(s). Visors shall be shaped to minimize light leakage between the visor and windshield pillars. Visors shall store out of the way and shall not obstruct airflow from the climate control system or interfere with other equipment. Deployment of the visors shall not restrict vision of the rearview mirrors. Visor adjustments shall be made easily by hand. Sun visor construction and materials shall be strong enough to resist breakage during adjustments.

X. BUMPERS

1. The front bumpers shall be OEM standard design.

Y. EXHAUST

1. The exhaust system shall be OEM standard design properly installed with heat shields, baffles and vibration mounts as required.

Z. WHEELS AND TIRES

1. Tires will be as provided by the OEM or dealer and designed to meet or exceed the GVWR of the vehicle.
2. All tires shall be of the same brand and sized matched for the vehicle.
3. Vehicle wheels shall be sized according to OEM chassis specifications.
4. Steel or brass valve stems shall be used on all wheels with elbow extensions on the inside rear dual for access.
5. The combined load rating of the tires shall equal or exceed the GVWR of the vehicle.

AA. MUD FLAPS

1. The vehicle shall have commercial grade anti-sail mud flaps behind the front and rears wheels.
2. Will not have any visible imprinted logo or advertising.
3. Splash guards will be installed on all trucks and will be attached in a manner that prevents the splashing of mud or water on the windshield of other motor vehicles.
4. Extend to a length of not more than eight inches (8") from the ground, be wide enough to cover the full tread or treads of the tires being protected.
5. Be installed close enough to the tread surface of the tire or wheel to control the side throw of the bulk of the thrown road surface material.
6. Be attached in a manner that, regardless of movement either in the splash guards or the vehicle, the splash guards retain their general parallel relationship to the tread surface of the tire or wheel under all ordinary operating conditions.

BB. BATTERIES

1. To be provided per the design specification of the vehicle manufacturer to handle the requirements for the chassis, body and all accessories.
2. Battery cables installed shall be a continuous run and sized to match the electrical system's maximum current draw. Battery cables shall be color-coded and supported with rubber or plastic-coated clamps.

3. Batteries need to have a mechanism to securely hold down the battery to the battery tray.

CC. ALTERNATOR

A. OEM supplied of the highest rating available to handle the chassis, body and any accessories added by the manufacturer, dealer or body supplier.

DD. BODY

1. Corrosion Protection: Per OEM manufacturer's specifications.

EE. EXTERIOR LIGHTING

1. All lights for taillights, brake light, turn signal, back-up, collision avoidance lights and clearance marker lights shall be Light Emitting Diode (LED).
2. Daytime running lights can be offered if not a standard feature offered by the manufacturer.

FF. DRIVERS AREA

1. The driver's area shall consist of an ergonomically designed molded dash console, located conveniently to the driver's seated position and in full view of the driver.
2. Equipped with door pockets, full-width dual sun visors with elastic storage straps, wired for radio, area to mount a radio, storage area for logbook, column-mounted turn signals with flash-to-pass function.
3. All interior rearview mirrors will be day/night adjustable.
4. All vehicles will have dual windshield wipers with washers and left and right side outside mirrors. All truck mirrors will be heavy-duty, top of the line systems and meet federal and state size requirements.
5. Interiors must offer a choice between long-lasting vocational units equipped for hard and messy work and more deluxe interiors and seating.
6. All switches are to be properly labeled and illuminated.
7. Door activated dome lights are to be provided.
8. Tinted glass will comply with New Mexico state law at the time of order.

GG. SEATING

1. Various options and configuration need to be offered for driver and passenger seating with adjustable lumbar support.
2. All vehicles must have factory-installed seat belts. When possible, safety-belt pre-tensioners will be installed.

HH. PAINT AND TRIM

1. The color shall be standard colors offered from the OEM manufacturer. Custom paint colors can be Offeror as an option.
2. All exterior surfaces shall be smooth and free of wrinkles and dents.
3. Exterior surfaces to be painted shall be properly prepared as required by the paint system supplier.
4. Drilled holes and cutouts in exterior surfaces shall be made prior to cleaning, priming and painting to prevent corrosion.

5. To the degree consistent with industry standards for commercial vehicle finishes, painted surfaces shall have gloss and orange peel shall be minimized.
6. All exterior finished surfaces shall be impervious to diesel fuel, gasoline and commercial cleaning agents.
7. Paint shall be applied smoothly and evenly with the finished surface free of dirt and the following other imperfections:
   a. Blisters or bubbles appearing in the topcoat film
   b. Chips, scratches, or gouges of the surface finish
   c. Cracks in the paint film
   d. Craters where paint failed to cover due to surface contamination
   e. Over spray
   f. Peeling
   g. Runs or sags from excessive flow and failure to adhere uniformly to the surface
   h. Chemical stains and water spots

II. SAFETY EQUIPMENT

1. Shall at the minimum comply with FMCSR 393.95.

JJ. UNDERCOATING

1. Per OEM manufacturer's specifications.

KK. HEATING AND AIR CONDITIONING

1. Per OEM manufacturer's specifications.

LL. LICENSE PLATES

1. Provisions shall be made to mount standard size U.S. license plates per SAE J686 on the rear of the truck.

MM. OPTIONAL EQUIPMENT AND FEATURES

1. The Offeror is to provide a list of optional equipment and features that can be offered to customize the vehicle to meet the CES Members or Participating Entities needs, such as hydraulic and electric gate lifts, ramps, tow hooks, generators, lift buckets, power take off unit (PTO), ladder racks, wet unites, fire truck bodies, etc.
2. The Offeror will need to provide details on the process that will be used by CES Members or Participating Entities to identify the optional equipment and features and how they will be implemented in to the design of the vehicle.

NN. USED VEHICLES

1. Used vehicles may be offered under solicitation. Pricing shall be based upon Dealer acquisition price + cost to comply to Federal and NMDOT safety standards + vehicle service +transportation + dealer markup not to exceed a maximum of XX.XX% to arrive at Selling Price
2. According to the requirements for 13-1-155 A NMSA 1978, any used item of "… tangible personal property the estimated cost of which exceeds five thousand dollars ($5,000), …" requires at a minimum "… a written warranty for at least ninety days after date of delivery and an independent "certificate of working order" by a qualified mechanic or appraiser."

OO. REPLACEMENT PARTS

1. OEM or aftermarket parts approved by the OEM.
2. If aftermarket parts are provided for warranty repair, they must not void the manufactures warranty.

PP. Biodiesel and Alternative Fuel Systems Retrofit

1. Biodiesel and alternative fuel system kits and installations may be offered.
2. Biodiesel and alternative fuel system kits shall be installed in accordance with the kit manufacturer's instructions.
3. Biodiesel and alternative fuel systems shall not void vehicle manufacturer's engine or emission warranties.
4. All installed biodiesel or alternative fuel systems shall be warranted against defects and installation.

QQ. MEDIUM AND HEAVY-DUTY TRUCK REPAIR AND RELATED SPARE PARTS

1. Vendors may offer medium/heavy-duty truck parts, tires, and accessories. Service-related equipment (mechanics tool sets, jacks, equipment lifts, shop tools, etc.) will not be allowed under an awarded contract. However, specialty and/or proprietary tools or equipment directly related to a specific vehicle or optional utility bed and required for proper service, maintenance and operation of the specific vehicle, shall be allowed.
2. Safety equipment shall include, but not be limited to: first aid kits, daytime running lights, fire extinguishers, mirrors, strobe lights, and triangle kits. Servicing of safety equipment is requested.
3. Undercarriage and suspension parts shall include, but not be limited to; air bags, chassis springs, drag links, kingpin kits, power steering filters, shock absorbers, steering gear pumps and gears, and tie rod ends.
4. In vehicle monitoring systems and GPS tracking systems can be offered.
5. Brake and wheel end parts shall include, but not be limited to: air compressors and dryers, caliper kits, chambers, diaphragms, drums, master cylinders, brake pads and shoes, tube and tubeless rims, side and lock rims, rotors, wheel bearings, seals, discs, and spacers, slack adjusters, and steel brake tubing.
6. Electrical parts shall include, but not be limited to: alternators, auxiliary heaters, batteries, battery cables, heaters, and terminals, block heaters, circuit breakers, heater motors, horns, wire connectors, jumper cables, dome, security, marker, fog, and head lights, and various switches.
7. Exhaust parts shall include, but not be limited to: brackets, clamps, pipes and tubing.
8. Engine maintenance parts shall include, but not be limited to: charge air coolers, engine components, fans, filters, overhaul kits, radiators, thermostats, water pumps and other applicable maintenance parts.
9. Transmission, clutch and axle parts shall include, but not be limited to: center bearings, clutches, flywheels, manual and automatic transmissions, U-joints, yokes and repair kits.
10. Hood and cowl parts shall include, but not be limited to: big screens, fuel caps, hoods, instrument and panel gauges, and wiper blades.
11. Lubricants and chemicals shall include, but not be limited to: absorbents, antifreeze, brake and power steering fluids, cooling additives, fiberglass body filler, oil and grease, shop chemicals, paints, waxes, polishers, and cleaners, windshield washer fluids, and hand cleaners.

12. New tires offered shall be from known brands such as: Bridgestone, Firestone, Goodyear, Kelly, Michelin, Toyo, Yokohama, or equal. Bias Ply and Radial tires may be offered. Tires requiring tubes shall be installed with new tire tubes and flaps. New valve stems shall be installed on new tubeless tires. Used tires are not allowed. Retreaded tires that meet Federal requirement can be offered.
13. Remanufactured, recapped, or retread tires may be offered from known brands/manufacturers such as: Bandag, Chicago Tire Inc., Wilson Tire Company, or equal.

RR. SERVICES

1. Repair, maintenance and warranty repair services may be offered. Body repair services are requested. Specialty repairs may be performed by an authorized sublet repair facility.
2. Contract vendor offering warranty and/or out-of-warranty repair service under an awarded contract shall have only ASE-Certified Master Truck Equipment Technicians, or at a minimum technician with prior medium-heavy duty truck/bus experience in air brake systems, steering and suspension, to repair vehicles.
3. Warranty repairs shall only be performed by manufacturer authorized repair facilities for vehicles and/or optional installed equipment.
4. Tire repair and maintenance services may include, but not be limited to: balancing, re-grooving, rotating, patching, tube replacement, wheel stud replacement, etc.

SS. TRAINING

1. Training for maintenance staff on the proper service and repair of the vehicle and body.
2. Training for drivers on the proper and safe operation of the vehicle and body with special emphasis on how the emission control's function.

TT. PUBLICATIONS AND PRINTED MATERIALS

1. Each vehicle will have a complete set of operation, and warranty publications. The following shall be provided at time of delivery:
   a. Operation Manual: A complete operations manual and troubleshooting guide with a detailed manufacturer's parts list that covers the conversion features on the vehicle as listed in this specification. The manual will provide complete, comprehensive instructions to include but not limited to air conditioning systems, tie downs, heater, emissions, engine operations, lights, radio, wiring diagram and body modifications, accessories and related equipment.
   b. A complete schematic diagram of all hydraulic lines, air lines and electric circuits.
   c. Warranty Information: Each vehicle will have a published listing of contractor warranty repair locations, including address, telephone number, and contact name.

UU. ADDITIONS TO THE SCOPE OF WORK

Offerors who receive a contract as a result of this solicitation, and through the duration of the contract, may propose vehicles, equipment, products, and related services that were either inadvertently left out of this RFP, or are new technology. Such proposed items shall be submitted to CES for review and must remain consistent with the spirit of the RFP. Items approved shall be added to the contract through an amendment, mutually agreed upon by all parties to the contract.

Omissions in this proposal of any provision herein described shall not be construed as to relieve the vendor of any responsibility or obligation to the complete and satisfactory delivery, operation, and support of any and all equipment or services.

ATTACHMENT B
TO
ACCEPTANCE OF PROPOSAL AND OFFER
AND CONTRACT AWARD

PRICING

All pricing including updates/changes must be uploaded through the vendor portal in the eProcurement System for review and approval by CES.

A Price List/Pricing: The Offeror will upload through the vendor portal electronic copies of or provide electronic access to the approved current price list(s) for products and services offered under this solicitation (RFP) upon execution of this contract. The Offeror must keep current all pricing for any contract issued as a result of this solicitation. Should the Offeror fail to update pricing with CES, the Offeror shall honor their pricing on file with CES at the time of their quote submittal to the CES Member/Participating Entity. Discounts off the current price list are permitted and must remain firm throughout the life of the contract. Discount off list price must be clearly noted in the price quote to the member. All pricing must include the CES administration fee.

B New Technology and Products: New products or related services announced by manufacturer and/or Contractor may be added to this existing contract. Pricing shall be equivalent to the percentage discount of other product(s); is substantially superior to the original product(s) offered; is discounted in a similar or to a greater degree; and if the product(s) meet the requirements of the original RFP. No products may be added to avoid competitive procurement procedures. CES is responsible for approving any product, service or technology for this contract. CES can reject any approved additions, any new product, service or technology for this contract, without cause.

C Price Quote/Proposal: When preparing a quote/proposal under a CES awarded contract, the Offeror must clearly identify and break out quantities, descriptions, supplies, materials, equipment and services into individual line items as they appear on the Offeror's awarded price schedule or pricing methodology. At a minimum all quotes or proposals shall include the following: description, "hourly labor rate or the list/catalog unit price", "the per cent discount offered" and the final "CES price". All stated prices must include the CES one point two five percent (1.25%) administrative fee. Shipping/Freight costs and the New Mexico Gross Receipts Tax as applicable must be stated in separate lines.

D Price Reduction, Promotional and Special Pricing: A price reduction can be offered at any time and will become effective upon approval by CES. CES reserves the right to approve or disapprove such requests.

E Price Increases: Anytime during the life of the contract, pricing can be updated (increased/decreased) with proper justification letter from the manufacturer or distributor thereof and will become effective upon approval by CES. CES reserves the right to approve or disapprove

such requests.

F Price Surcharges: Depending on current market conditions, surcharges may apply as approved by CES.

ACX64 Class 8
Model Year 2026

Bruckner Truck Sales, Inc.
8101 Daytona Rd. NW
Albuquerque, NM 87121

Prepared By : Ryan Linson
505 450 8464
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Prepared For : LAWRENCE GARCIA
CITY OF SANTA FE

Thursday, February 13, 2025 12:25:27 PM EST

Prepared By Ryan Linson
Quote Id :
Phone : 505 450 8464
Model : 2026 - ACX64 Class 8

Prepared For Lawrence Garcia
City of Santa Fe

Chassis Specification

02/13/2025

			Description	Front Weight	Rear Weight	Price
AUTOCAR TRUCKS						
O	ENG0001	**ENGINEERING GROUP IDENTIFIER**	AUTOCAR ENGINEERING			0
S	0040002	**MODELS**	ACX64			244,356
S	5000001	**CAB SHELL**	SINGLE LEFT HAND DRIVE CAB			0
O	100U001	**CUSTOMER TYPE**	MUNICIPAL			0
VEHICLE ADAPTATION						
S	114010	**COUNTRY OF USE**	UNITED STATES STD MARKET ADAPTATION			0
O	C03500	**TERRITORY**	EPA			0
SOLUTION						
O	C04006	**BODY COMPANY**	LABRIE			0
O	C02001	**BODY TYPE**	COMMERCIAL FRONT END LOADER			0
O	C070002	**FUEL SYSTEM TYPE**	GAS/CNG/BODY MOUNTED TANKS			0
O	C002001	**TRUCK TYPE (WRENCH CODE)**	FEL, LABRIE, WB 198, NO AUX AXLE, CNG, WITH SERVICE HOIST			0
O	C06202	**BODY STYLE**	LABRIE WITTKE SUPERDUTY			0
O	C05040	**TOTAL BODY CAPACITY - BODY/HOPPER**	40 YARD			0
S	C090003	**AXLE QUANTITY**	3 AXLE			0
S	C080001	**REAR SUSPENSION TYPE**	STD/BEAM TYPE REAR SUSPENSION			0
O	C01004	**APPLICATION**	REFUSE - TRANSFER STATION			0
O	C11001	**BODY COMPANY SERVICE OPTION**	SERVICE HOIST			0
O	D010200	**FRONT GAWR**	20000 LBS			0
O	D020460	**REAR GAWR**	46000 LBS			0
O	D100660	**GVWR**	66000 LBS			0
ENGINE						
O	1012402	**ENGINE ASSY**	ISX12N, 350 HP / 2100RPM / 1350 LB-FT, CUMMINS			29,575
O	972A200	**SPECIAL EMISSION CERTIFICATION LABELS**	EPA HHDE CERT NAT GAS (NO LABEL REQUIRED – GVWR OVER 40K)			0
S	9722025	**CERTIFICATION-EMISSIONS**	MY2025 ENGINE			0
S	972B001	**CARB OPT-IN STATES**	NO PENALTY			0
O	4460002	**FUEL TYPE**	COMPRESSED NATURAL GAS			0

ENGINE EQUIP

O	1222000	**PTO-ENGINE FRONT**	FEPTO ADAPTER (3.75" BCD with 2.75" MALE PILOTED FLANGE YOKE - 7/16-20 BOLTS)	590
S	128071	**ENGINE CONTROL SPECIFICATIONS**	DEFAULT SPECS	0
S	1290004	**ENGINE ELECTRONICS**	CUMMINS 500K COMMUNICATION	0
O	438998	**FILTER-FUEL, CHASSIS MOUNTED**	NO ADDITIONAL FUEL FILTER PROVIDED	0
O	170104	**FILTER-FUEL, ENGINE MOUNTED**	NATURAL GAS FUEL CLEANER	0
O	180021	**ENGINE BLOCK HEATER**	PHILLIPS 120V 1500W	115
O	1810004	**HEATER RECEPTICAL LOCATION-ENGINE**	RECEPTACLE LOCATED AT CAB STEPS, LH SIDE	100
S	2080001	**FAN & DRIVE-ENGINE**	2-SPEED FAN	0
S	2120003	**RADIATOR SURGE TANK**	STANDARD SURGE TANK W/ SIGHT GLASS	0
S	2200001	**AIR CLEANER**	15" ONE STAGE EPG CLEANER DONALDSON	0
S	226001	**AIR INTAKE RAIN CAP**	BLACK, HOOD TYPE	0
O	2300012	**MUFFLER SYSTEM**	HORZ CATALYST W/ RH VERT OUTLET	0
O	2310005	**EXHAUST SHIELDS**	STAINLESS STEEL MUFFLER SHIELD-SINGLE W/EXHAUST BLANKET (FOR NATURAL GAS ENGINES)	425
S	2322001	**EXHAUST STACKS**	90 DEGREE SIDE OUT DIFFUSER	0
S	115A200	**TURBO HEAT SHIELD**	TURBO HEAT SHIELD	0
O	239998	**UREA DELIVERY SYSTEM**	NO DEF TANK PROVIDED	0
S	5300001	**ENGINE/EXHAUST COVER**	ALUM TURBO/EXHAUST PIPE DEBRIS SHIELD	0
S	700026	**AIR COMPRESSOR**	CUMMINS WABCO 18.7 CFM COMPRESSOR	0
S	8200003	**STARTING MOTOR**	DELCO REMY 12V 39 MT W/OCP	0
O	8020006	**ALTERNATOR**	DELCO REMY 200 AMP, 28SI PAD MTD.	190
O	P020010	**ENGINE IDLE SHUT DOWN**	ENGINE IDLE SHUTDOWN ENABLED (10 MINUTES)	0
S	P030001	**CRUISE CONTROL PARAMETER**	CRUISE CONTROL ENABLED	0
S	P520001	**IDLE SHUTDOWN IN PTO MODE**	IDLE SHUTDOWN IN PTO MODE = ENABLED	0
S	P630006	**MAX VEHICLE SPEED - PTO MODE**	MAX VEHICLE SPEED IN PTO MODE = 6 MPH	0
S	P641200	**RPM PTO MODE**	1200 RPM MAX IN PTO	0

S	P701200	**PTO SET SWITCH**	PTO SET SWITCH = 1200 RPM	0
S	P711000	**PTO RESUME SWITCH**	PTO RESUME SWITCH = 1000 RPM	0
S	204B001	**COOLANT HOSE HEAT SLEEVE**	STANDARD HEAT SLEEVE	0
S	P010065	**VEHICLE GOVERNED SPEED LIMIT**	SPEED LIMIT 65MPH	0

TRANSMISSION

S	2580003	**VOCATION**	RDS REFUSE - VOC 400-XXX	0
O	2690019	**CONTROL MODULE (ELECT)**	REFUSE W/ AUTO-NEUTRAL & SERVICE BRAKE, VP170	0
S	26A0001	**TRANSMISSION SHIFT SCHEDULE / FUEL SENSE**	PRIMARY PERFORMANCE / SECONDARY ECONOMY	0
S	26B0001	**NEUTRAL IDLE**	NEUTRAL IDLE ENABLED	0
S	PT10001	**TRANS DIRECTION CHANGE SHIFT INHIBIT**	SHIFT INHIBIT ENABLED	0
S	27P0000	**TRANSMISSION RETARDER AUDIBLE ALARM**	NO TRANSMISSION RETARDER AUDIBLE ALARM	0
O	2700028	**TRANSMISSION**	ALLISON 4500 SERIES,6-SPEED	13,845
S	287A200	**TRANSMISSION BREATHER**	TRANSMISSION REMOTE BREATHER	0
S	284016	**TRANSMISSION CONTROLS**	ALLISON PUSHBUTTON CONTROLS	0
S	286005	**COOLER-TRANSMISSION OIL**	OIL TO WATER TYPE	0
S	290003	**TRANSMISSION OIL FILL/CHECK**	OIL FILL TUBE / DIPSTICK W/ LEVEL SENSOR	0
O	300013	**DRIVESHAFT-MAIN**	SPICER 1810HD HALF ROUND	70

FRONT AXLE

S	3700002	**FRONT AXLE**	MERITOR MFS-20 STEER AXLE, 20000# CAPACITY	0
S	3690005	**FRONT AXLE POSITION**	52.5 INCHES	0
S	371135	**FRONT SUSPENSION**	9500 LOW CAMBER FLATLEAF 20,800 GROUND CAPACITY	0
O	371T01	**SUSPENSION, FRONT AUX**	AUX LOAD CUSHION	50
S	373002	**SHOCK ABSORBERS-FRONT**	DOUBLE ACTING SINGLE - HEAVY DUTY	0
O	9042002	**HUBS-FRONT**	PRESET PLUS STEEL HUB 285MM BC	0
O	9402006	**WHEEL OIL SEALS-FRONT**	CONMET SEALS & PRESET PLUS SPINDLE NUT	0
S	9210001	**HUB CAPS - FRONT AXLE**	CR ZYTEL HUBCAP	0
S	374002	**FRONT AXLE LUBRICANT**	SYNTHETIC,DANA SPICER EP75W90,OR EQUIV	0

O	7510001	**BRAKES-FOUNDATION, FRONT AXLE**	MERITOR 16.5X7" QP REFUSE BRAKE	40
S	754009	**BRAKE SLACK ADJUSTERS -FRONT AXLE**	MERITOR AUTOMATIC	0
S	755001	**DUST SHIELDS - FRT BRAKES**	DUST SHIELDS - FRONT BRAKES	0
S	901001	**BRAKE DRUM-FRONT**	CAST IRON	0
S	383101	**STEERING GEAR**	INTEGRAL POWER STEERING W/RIGHT HAND RAM	0
S	387003	**POWER STEERING RESERVOIR**	FOUR QUART REMOTE MOUNTED	0

REAR AXLE

O	330444	**REAR DRIVE AXLE-SINGLE & TANDEM**	MERITOR RT46-160 46,000 LB	3,002
S	330U98	**REAR AXLE LUBE PUMP**	NO LUBRICATION PUMP	0
O	331538	**REAR DRIVE AXLE RATIO**	5.38	0
O	3502011	**REAR SUSPENSION**	HENDRICKSON HMX-EX-460 SUSPENSION @ 54" AS	100
S	351013	**REAR SUSPENSION BEAMS**	54 INCH STEEL RUBBER BUSHED	0
S	358005	**TORQUE RODS**	LONGITUDINAL & TRANSVERSE - RUBBER BUSHED	0
O	9132002	**HUBS-REAR**	PRESET PLUS STEEL HUB 285MM BC	0
S	3400001	**REAR AXLE BREATHER**	STANDARD AXLE BREATHER	0
O	9412007	**WHEEL OIL SEALS-REAR**	CONMET SEALS & PRESET PLUS SPINDLE NUT	0
O	7610001	**BRAKES-FOUNDATION, REAR AXLE**	MERITOR 16.5X8.62" QP REFUSE BRAKE	345
S	764013	**BRAKE SLACK ADJUSTERS -REAR AXLE**	MERITOR AUTOMATIC,TANDEM AXLE	0
S	765001	**DUST SHIELDS - REAR BRAKES**	DUST SHIELDS - REAR BRAKES	0
S	781012	**BRAKE CHAMBERS-PARKING, TYPE/VENDOR**	CAM TYPE MGM STOPGARD (4)	0
S	910001	**BRAKE DRUM-REAR**	CAST IRON	0

BRAKES

S	729002	**AIR LINES-PARKING BRAKE, CHASSIS**	AIR LINES CHASSIS PARK BRAKE	0
I	7412006	**BRAKE CONTROL SYSTEM**	WABCO ABS 6S6M W/PLC AND ATC MOUNTED IN CAB	0

CHASSIS

O	400198	**WHEELBASE**	198 INCHES	-60
O	402080	**FRAME-REAR OVERHANG**	80"	0
S	403012	**FRAME RAILS**	3/8" VARIABLE DROP STEEL, EXT B	0

S	406001	**FRAME-REAR CUT-OFF**	STRAIGHT	0
S	4070004	**FRAME-FRONT EXTENSION**	ACX STANDARD FRONT END	0
O	4092000	**FRAME CROSSMEMBER-CENTER**	ALUM W/ 7-PIECE STEEL BOC X-MEMBER ORIENTATION B	0
S	4110002	**FRAME CROSSMEMBER-END CLOSING**	ALUMINUM MEMBER-IF REQUIRED	0
S	460001	**BUMPER-FRONT**	STEEL PAINTED	0
O	4680010	**GUARD-OIL PAN**	ENGINE OIL PAN GUARD - ALUMINUM	275
S	480002	**TOWING DEVICE-FRONT**	TWO REMOVABLE TOW PINS	0
S	8742000	**WIRING, BODY INTERFACE**	RP 170 COMPLIANT	0
O	892014	**BACKUP ALARM**	ECCO SMART ALARM SA917	185
O	430800	**FUEL TANK-LEFT**	ALTERNATE FUEL ENGINE-NO LH TANK	0
O	431800	**FUEL TANK-RIGHT**	ALTERNATE FUEL ENGINE-NO RH TANK	0
O	436023	**FUEL LINES**	STAINLESS STEEL FOR CNG OR LNG (FILTER TO ENGINE)	0
I	8120008	**BATTERY BOX**	STEEL BOX W/ ALUM LID, 3 BATTERY, RHS	0
S	8160002	**BATTERY BOX SPACERS**	BATTERY BOX SPACED 2", DROPPED 0"	0
O	8090003	**BATTERY BOX DRILLING**	BATTERY BOX LOCATION - SPEC DRIVEN	0
O	810092	**BATTERY**	3 JOHNSON CONTROL 31ECL 12V 2850CCA	35
O	8142000	**BATTERY SHUT-OFF SWITCH**	SHUTOFF W/LOCKOUT IN OFF ONLY & EMERGENCY JUMPER STUDS	220
S	7110001	**AIR TANK-BRAKE**	STEEL AIR TANKS	0
O	7090003	**AIR TANK DRILLING**	AIR TANKS LOCATION SPEC DRIVEN	0
I	7152001	**WET TANK DRAIN**	WABCO DV-2 AUTOMATIC W/ HEATER	0
S	715T003	**AIR RESERVOIR DRAIN SYSTEM**	CENTRAL MANIFOLD W/ PETCOCKS	0
O	713023	**AIR DRYER**	BENDIX ADIP W/HEAT	15
O	7100008	**AIR DRYER DRILLING**	AIR DRYER MTD OUTSIDE RAIL, RHS, SPEC DRIVEN	0
S	724001	**AIR LINES-CAB**	SAE J844 NYLON TUBING	0

CAB EXTERIOR

S	4510001	**STEP-CAB ACCESS, CAB MOUNTED**	DUAL SELF CLEANING CAB ENTRANCE STEPS	0
S	502001	**CAB DOORS**	STEEL	0
O	5140001	**CAB GUARD FRONT**	XPEDITOR CAB GUARD	365

S	6220017	**MIRRORS-DUAL WEST COAST**	MIRROR, BLACK, HTD, REMOTE W / LWR HTD CONVEX	0
O	6230006	**MIRRORS-AUXILIARY HIGH MOUNT**	HIGH MOUNT 8" CONVEX, BLACK	95
S	630026	**HORN-AIR**	TWIN MOUNTED UNDER CAB	0
O	631002	**HORN-ELECTRIC**	DUAL	20
O	661002	**CAB TILT MECHANISM-C.O.E.**	HYDRAULIC TILT WITH AIR ASSIST	285
S	6720001	**GRILLE**	AUTOCAR GRILLE	0
S	675001	**BUG SCREENS**	BUG SCREEN MOUNTED BEHIND GRILLE	0
O	693002	**UNDERCOAT**	CAB CORROSION INHIBITOR	665

CAB INTERIOR

S	3800001	**STEERING WHEEL**	16" DIA. WHEEL, 2 SPOKE	0
S	3810002	**STEERING COLUMN**	TILT AND TELESCOPIC STEERING COLUMN	0
O	5202002	**SEAT-DRIVER**	SEARS C2+ SEAT, AIR RIDE, AIR LUMBAR	100
O	5212001	**SEAT-PASSENGER**	SEARS C2+ SEAT, FIXED	125
O	5222001	**SEAT BELTS-DRIVER**	THREE POINT RETRACTABLE, BRIGHT ORANGE COLOR, W/O COMFORT LATCH	40
O	5232001	**SEAT BELTS-PASSENGER**	THREE POINT RETRACTABLE, BRIGHT ORANGE COLOR, W/O COMFORT LATCH	40
O	5260002	**SEAT INSERT**	MODURA, ASPHALT COLOR	0
S	538001	**CARPET & MAT**	MAT WITH FOAM BACK	0
S	5500001	**CENTER CONSOLE**	CENTER CONSOLE	0
S	5510001	**REAR CONSOLE**	REAR CONSOLE	0
S	547001	**INSULATION-CAB THERMAL**	THERMAL INSULATION KIT FOR CAB	0
S	5942001	**CIGAR LIGHTER**	ONE (1) POWER PORT AND ONE (1) USB POWER PORT	0
O	8750001	**ADDITIONAL ELEC. SWITCHES**	2 DASH SWITCHES, WIRED TO POWER	55

CAB CLIMATE CONTROL

S	0602001	**CAB TEMPERATURE SYSTEM**	AIR COND INTEGRAL WITH HEATER/DEFROSTER (GHG)	0
S	6092000	**AIR CONDITIONER AIR INTAKE FILTER**	AIR INLET 30 PPI DUST FILTER	0
S	612001	**AIR CONDITIONER CONDENSER**	STANDARD (RADIATOR MOUNTED)	0

GAUGES & INSTRUMENTATION

S	0572001	**INSTRUMENTS SALES PKG**	ADVANCED DIAGNOSTIC DISPLAY - V1	0

S	1430001	**TRUCK ELECTRICAL CONTROL MODULE**	VEHICLE CONTROL UNIT	0
S	1362000	**TACHOMETER/RPM TACHOGRAPH**	ELECTRONIC TACHOMETER	0
S	1372000	**GAUGE-HOURMETER**	HOURMETER INCLUDED IN ON BOARD DISPLAY	0
O	1390001	**GAUGE-ENGINE OIL TEMPERATURE**	ELECTRONIC ENGINE OIL TEMPERATURE	30
S	225009	**AIR INTAKE RESTRICTION INDICATOR**	GRADUATED, AIR CLEANER MOUNTED	0
O	3190001	**PTO CONTROLS**	PTO ELECTRIC CONTROL SWITCH	25
O	3360002	**GAUGE-REAR AXLE LUBE TEMPERATURE**	ELECTRONIC REAR AXLE LUBE TEMP. - DUAL	125
S	5712003	**GAUGE PANELS**	ALL GAUGES IMPERIAL	0
O	1472002	**VEHICLE MONITORING SYSTEM**	AUTOCAR GEOTAB TELEMATICS - FULL INSTALLATION	0

LIGHTING

S	8360003	**LAMPS-HEAD**	LED HEADLAMPS	0
O	8410003	**LAMPS-TURN SIGNAL - FRONT**	LED TURN SIGNALS, FRONT END LOADER PACKAGE	75
S	8510002	**LAMPS-MARKER**	AMBER LED ROOF MARKERS	0
S	859001	**LAMPS-RUNNING**	DAYTIME	0
S	8700001	**CIRCUIT PROTECTION DEVICE**	AUTO CIRCUIT BREAKERS	0

RADIO/MISC

S	509001	**KEY & LOCK SETS-IGN/DOORS**	DOOR & IGNITION SAME - UNIQUE PER TRUCK	0
O	509Q2002	**KEY QTY.**	2 ADDITIONAL KEYS PER TRUCK (4 TOTAL)	0
O	5902003	**RADIO**	AM/FM/USB/MP3/WB/BT W/O SHUTOFF IN REVERSE	40
O	59A0001	**RADIO MOUNTING LOCATION**	RADIO MOUNTED IN LHS HEADLINER	0
S	5910002	**ANTENNA/POWER SUPPLY**	ANTENNA - ROOF MOUNTED	0
O	596005	**RADIO SPEAKERS**	2 DUAL CONE SPEAKERS	35
O	9620001	**FIRE EXTINGUISHER**	DUAL 5LB ABC EXTINGUISHERS, ONE UNDER EACH SEAT	200

FRONT TIRES / WHEELENDS

O	9310046	**TIRE MANUFACTURER & TREAD - FRONT**	MICHELIN XZU-S 2	470
S	930469	**TIRE SIZE & LOAD RANGE - FRONT**	315/80R22.5L	0
S	9050015	**WHEELS-DISC FRONT**	22.5X9.0" STEEL, 5.25" INSET, HAYES	0

REAR TIRES / WHEELENDS

I	9342029	**TIRE MANUFACTURER & TREAD - REAR**	MICHELIN X MULTI D+	64
S	933062	**TIRE SIZE & LOAD RANGE - REAR**	11R22.5H	0
O	9140014	**WHEELS-DISC REAR**	22.5X8.25" STEEL, 6.2" INSET, HAYES	-752

PAINT

O	9500036	**CAB PAINT SCHEME**	3 COLOR, 6 BREAK PAINT SCHEME	175
S	9550001	**CAB PAINT TYPE**	STANDARD WHITE	0
S	9801002	**CAB COLOR-FIRST**	APPROVED -=- DPSS-N0007EX -=- STANDARD WHITE N0007	0
A	981100	**CAB COLOR-SECOND**	Approved -=- DPSS-P3036EX -=- Black	410
A	9821000	**CAB COLOR-THIRD**	Approved -=- DPBC-P3305EW -=- Blue	425
S	9861U1	**CHASSIS COLOR**	BLACK P3036	0
S	987949	**BUMPER COLOR**	SAME AS CHASSIS,UNPAINTED ALUM OR CHROME	0
S	988401	**DISC WHEEL OR RIM COLOR**	STEEL, E-COAT WHITE / ALUM-UNPAINTED	0

ADDITIONAL OPTIONS

S	899002	**CHASSIS WARRANTY**	STANDARD WARRANTY	0
O	899A203	**TRANSMISSION WARRANTY**	ALLISON 5YR. EXT WARRANTY	1,609
O	899B516	**ENGINE WARRANTY**	2025 ISX12N_GE1_5 Years / 200,000 Miles_PP1_Matrix: ????	3,115
S	978015	**FLOOR PLAN**	15 DAYS FLOORING	0

OTHERS

S	9722025	**CERTIFICATION-EMISSIONS**	MY2025 ENGINE	0
O	4232003	**FUEL MANAGEMENT MODULE**	FMM PREP KIT SPEC DRIVEN FRAME MTD	0

SUB TOTALS

BASE PRICE	244,356
FACTORY OPTION PRICE	57,703
DISTRIBUTOR OPTION PRICE	0

TOTALS

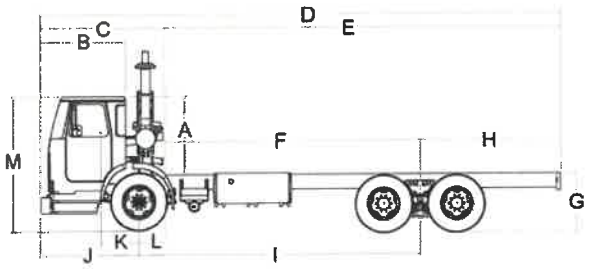
TOTAL PRICE ($)	302,059

Prepared By Kyan Linson
Quote Id :
Phone : 505 450 8464
Model : 2026 - ACX64 Class 8

Prepared For Lawrence Garcia
City of Santa Fe

02/13/2025

Dimensions



	Dimension(in)	Description
A	59.00	CAB HEIGHT
B	62.00	BUMPER TO BACK OF CAB
C	95.00	EFFECTIVE BUMPER TO BACK OF CAB
D	349.00	OVERALL LENGTH
E	254.00	EFFECTIVE CAB TO END OF FRAME
F	174.00	EFFECTIVE CAB TO REAR AXLE
G	41.20	UNLADEN FRAME HEIGHT
H	80.00	OVERHANG
I	198.00	WHEELBASE
J	71.00	BUMPER TO FRONT AXLE
K	-24.00	DRIVER CENTER OF GRAVITY
L	24.00	EFFECTIVE FRONT AXLE TO BACK
M	100.20	OVERALL HEIGHT
N	0.00	FRONT FRAME EXTENSION

SPECIFICATION SUMMARY

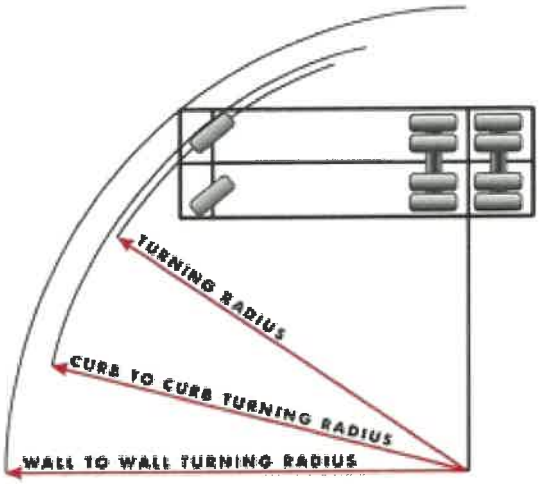
Model	ACX64 Class 8
Engine	ISX12N, 350 HP / 2100RPM / 1350 LB-FT, CUMMINS
Transmission	ALLISON 4500 SERIES,6-SPEED
Rear Axle	MERITOR RT46-160 46,000 LB
Rear Axle Ratio	5.38
Rear Tire	11R22.5H

Prepared By Ryan Linson
Quote Id :
Phone : 505 450 8464
Model : 2026 - ACX64 Class 8

Prepared For Lawrence Garcia
City of Santa Fe

02/13/2025

Turning Radius



	Dimension(ft)	Description
A	33.36	TURNING RADIUS
B	68.79	CURB TO CURB TURNING DIAMETER
C	74.98	WALL TO WALL TURNING DIAMETER

SPECIFICATION SUMMARY

Model	
Engine	ISX12N, 350 HP / 2100RPM / 1350 LB-FT, CUMMINS
Transmission	ALLISON 4500 SERIES,6-SPEED
Rear Axle	MERITOR RT46-160 46,000 LB
Rear Axle Ratio	5.38
Rear Tire	11R22.5H

GAWR, GVWR & Tire Pressure

02/13/2025

GVW Rating – 66,000#			
Front GAWR	**20,000#**	**Rear GAWR**	**46,000#**
Front Suspension	20,800#	Rear Suspension	46,000#
Front Wheels	20,000#	Rear Wheels	59,100#
Front Tire Size And Tread	20,000#	Rear Tire Size And Tread	48,000#
Front Brakes	20,000#	Rear Brakes	48,000#
Front Axle	20,000#	Rear Axle	46,000#
PSI			
Front PSI	130.0	Rear PSI	105.0

Prepared By Ryan Linson
Quote Id :
Phone : 505 450 8464
Model : 2026 - ACX64 Class 8

Prepared For Lawrence Garcia
City of Santa Fe

Cummins Statement

02/13/2025

Cummins Inc. will claim all emissions credits authorized by EPA, CARB, or CARB-adopting state regulations for sale of our engines. This may result in products being ineligible for purchase using certain grant or incentive funding ("voluntary purchase incentive program(s)"). Purchasers and users of products are solely responsible for ensuring their compliance with the terms of any voluntary purchase incentive program(s).

Quote #: 202501014
Quote Date: 8/21/2025
Quote Valid Until: 9/21/2025

9818 Green Road
Converse, TX 78109

Prepared By: Jon Loftis
Phone:
E-Mail: jloftis@relianceequip.net

Quote For:
City of Santa Fe - NM
Martin Garcia

Equipment - Model	Type	Delivery	Freight	Quote Total Per Unit
2023 Wittke Front Loader	Refuse	130 - 180 days ARC	Albuquerque	$231863.00

Equipment Detail

Quantity	Equipment Description
1	Wittke 40yd Capacity (34 6)
1	Toolbox on ICC Bumper Aluminium 15"D x 18"H x 34"W (Drop Door)
1	Chromium Carbide Packer Shoes and Rails
1	Vane Pump ilo Standard Gear - Front Mount
1	CAUTION THIS VEHICLE STOPS AND BACKS FREQUENTLY, 74.5in x 23.5in
1	Drive Position Main Control Pneumatic Joystick, 1 handle, arm and fork actuation
1	Access Door with Hinges
1	Broom and Shovel Behind Packer
1	Body Valve on Body Streetside Wall
1	3 Color Body Paint
1	9" color DVR monitor - Tailgate, Hopper
1	2X Envirolink Camera(s) - 2X Standard Position(s) With Heater/Without Shutter
1	Protection cages on cameras
1	Service Hoist (according to space availability)
1	Hopper Clean Out Sump with Door (Street Side)
1	Packer Cylinders: Telescopic · Double Acting - Nitrided with Durascope shavers
1	Throttle Advance Toggle Switch (ON/OFF/Auto)
1	8000 Lifting Arms

Quantity	Equipment Description
1	Forks Steel Thickness: 1½ in. ILO of 1 in. - (STD on Superduty)
1	Multifunction Light Package: Add. Lights on Tg.: 2/3 Lightbar Central Brake Light Multifunctions Lights (4) (X Pattern)
1	Back up lights: Qty 2 additional on mid-body rubrails - LED type
1	Back up lights: Qty 2 additional on tailgate position 2/3 - 4" LED type
1	Additional Work Light: Hopper - LED - Qty 1
1	Additional Work Light: LH Mirror facing hopper - LED - Qty 1
1	Lights: Behind Packer Work Lamp - LED - ON/OFF Switch

Additional Requests

Quantity	Description
1	Canopy with Pneumatic Extension
1	Add $1420 for High Pressure filter with dirt alarm
1	CNG System Roof Mounted - 5 Tanks 75 DGE
1	CNG Filling Port on Front Bumper Streetside
1	Ignition Interlock on Streetside Front Bumper Filling Port Cap

Terms and Conditions

Please read carefully. This quote becomes a sales order if signed by customer. Please, notify of any changes needed within five (5) days of signing.

X_____ Date:_____
Martin Garcia or Company Representative
By signing I confirm I have read and understand the terms and conditions on this Order.

Reliance Truck and Equipment would like to thank you for your time and the opportunity to earn your business!

VALDEZ, MARTIN J.

From: JARAMILLO, DAVID M.
Sent: Thursday, September 18, 2025 9:55 AM
To: VALDEZ, MARTIN J.
Subject: Fleet Approvals New Vehicle

T o whom it may concern,

I am writing to express that in the case of **ESD, Fire, Transit, Airport, Complete streets 1 ton and above**, I'm not required to review any of their purchases. This is because I don't over see their fleet or manage those assets.

Please reach out if you have any questions.

David Jaramillo
Fleet section manager
(505)4704682
(505)9552351

Signature: Martin J Valdez
Martin J Valdez (Sep 21, 2025 10:25:54 MDT)

Email: mjvaldez@santafenm.gov

Signature: DEBORA TRUJILLO
DEBORA TRUJILLO (Sep 21, 2025 14:02:31 MDT)

Email: dctrujillo@santafenm.gov

Signature: 

Email: jdroach@santafenm.gov

Log # {Finance use only}:	
Journal # {Finance use only}:	

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
Community Development / Economic Development	11/3/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				{enter as positive #}	{enter as negative #}
Professional Contracts -SFPS WBL Programing	2122800	510300	ECD2521203-ContrSvc	989,433	
Professional Contracts - UNM Education & Training Consult	2122800	510300		5,454	
REVENUES				{enter as negative #}	{enter as positive #}
				$ 994,887	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo
This BAR request is to re-appropriate unused balance of the SFPS WBL Program in the amount of $989,433 and the unused balance of the UNM Training and Consulting $5,454

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
212	(994,887)
TOTAL:	(994,887)

Loretta S. Olguin
Prepared By {print name} Date

Johanna Nelson (Nov 5, 2025 11:21:52 MST) Nov 5, 2025
Division Director Signature {optional} Date

Elisa D. Montoya Nov 5, 2025
Elisa D. Montoya (Nov 5, 2025 14:27:30 MST)
Department Director Signature Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins Nov 5, 2025
Budget Officer Date

Finance Director {≤ $5,000} Date

City Manager {≤ $60,000} Date

City of Santa Fe, New Mexico
Memorandum

DATE: **November 3, 2025**

TO: **Governing Body**

VIA: **Johanna C. Nelson, Economic Development Director** JN
Elisa D. Montoya, Community Development Director EDM
EDM

FROM: **Loretta S. Olguin, Business Operations Manager**

ACTION REQUESTED:

Approve the FY26 Budget Adjustment Resolution (BAR) in the amount of $994,887 (Org/Obj 2122800-510300).

ITEM AND ISSUE:

This BAR requests the re-appropriation/carryforward of $994,887 from FY25 to FY26. The funds include:

1. **Santa Fe Public Schools**:
    - WBL Program $989,433
2. **University of New Mexico:**
    - Education and Training Consulting $5,454

These funds are being carried forward to support ongoing commitments and program implementation into FY26.

Account Inquiry [CITY OF SANTA FE] LO

Close | Search | Browse | Output | Print | Display | PDF | Save | Excel | Word | Email | Schedule | 0 Attach | D Detail | M Months | S Seg Find | T Totals | P Project Strings | U User Defined Fields

Account Inquiry [CITY OF SANTA FE]

Account

Fund	212	ECON DEV	Acct	212-50-12-2800-000-00-000-510300-			
Org	2122800	EconDevOps	Acct name	Professional Contracts		Account Notes	
Object	510300	Prfsl Cntr	Type	Expense	Status	Active	
Project			Rollup	ECDOC	EconomicDevelopmentOpsCNT		
			Sub-Rollup				

MultiYr Fund

4 Year Comparison | History | 4 Year Graph | History Graph

Yr/Per 2025/01	Fiscal Year 2025	Fiscal Year 2024	Fiscal Year 2023	Fiscal Year 2026
Original Budget	356,250.00	.00	.00	346,897.00
Transfers In	3,110,668.00	475,000.00	.00	.00
Transfers Out	-842,222.00	-4,000.00	.00	.00
Revised Budget	2,624,696.00	471,000.00	.00	346,897.00
Actual (Memo)	634,194.41	269,662.42	.00	279,904.19
Encumbrances	1,292,726.85	.00	.00	-291,801.38
Requisitions	.00			.00
Available	697,774.74	201,337.58	.00	358,794.19
Percent used	73.42	57.25	.00	-3.43

52 of 107

Display detail information for current account.

BAR Packet Carry Forward FY25 to FY26 $994,887

Final Audit Report 2025-11-05

Created:	2025-11-05
By:	LORETTA OLGUIN (lsolguin@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA3SJ3Zl5bm7a3vQykP1FMBjqYwMY1vPzk

"BAR Packet Carry Forward FY25 to FY26 $994,887" History

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Signer edmontoya1@santafenm.gov entered name at signing as Elisa D. Montoya
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Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)

Signature Date: 2025-11-05 - 9:51:49 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2025-11-05 - 9:51:49 PM GMT

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CITY OF SANTA FE

The Purchasing Memo

Date: November 18, 2025

To: Governing Body, Finance Committee, and Quality of Life Committee

Economic Development Advisory

From: Noah Tamas-Parris, Contracts Administrator NTP

Via: Johanna Nelson, Office of Economic Development Director JN

Subject: Amendment to General Plan Update Contract

Vendor Name: WSP USA Inc.

Munis Vendor Number: 2960

ITEM AND ISSUE:

The Office of Economic Development respectfully requests your review and approval of an Amendment No. 1 to Contract #3250006 with WSP USA Inc. for Updating the General Plan. Amendment No.1 increases the amount of compensation (to add an economic development strategic plan to the scope of work) by $150,000 for a total compensation of $2,037,871.87.

CONTRACT NUMBER:

The FY24 Munis contract number is #3250006

BACKGROUND AND SUMMARY:

In 2024, The Land Use Department entered into a contract with WSP USA Inc. to update the current general plan. This was filed with the Clerk's office as 24-0352. In the summer of 2025, The Office of Economic Development, with the Land Use Department's permission, began with the vendor to explore adding an economic development strategic plan to the original contract's Scope of Work. On September 19th, this Scope of Work addition was finalized that fit within our budget of $150,000 and we moved forward with the Land Use Department to amend the original contract to add this Economic Development Strategic Plan to the scope of work.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: General Fund/100

Munis Org Name/Number: Economic Development/2122800

Munis Object Name/Number: Professional Contracts/510300

Budget Officer / Designee: _____ **Date:** _____

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-111, RFP. The General Plan Update Contract # 3250006 expires on 6/30/2028.

Chief Procurement Officer (CPO)/Designee: _____ **Date:** _____

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Treasury/Point of Sale Components included? ☐ Yes | ☐ No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures included? ☐ Yes | ☐ No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this an externally funded purchase? ☐ Yes | ☒ No

If yes, what is the issuing agency: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? ☐ Yes | ☒ No

Project Ledger Number: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

ATTACHMENTS:

If Amendment:

Original contract packet (with previous contract amendments)
Contract Amendment Packet

Signature: Johanna Nelson (Nov 24, 2025 16:18:32 MST)

Email: jcnelson@santafenm.gov

Note: This is a duplicate Memo. Approval signatures are in the next memo below.

CITY OF SANTA FE

The Purchasing Memo

Date: November 18, 2025

To: Governing Body, Finance Committee, and Quality of Life Committee

Economic Development Advisory

From: Noah Tamas-Parris, Contracts Administrator

Via: Johanna Nelson, Office of Economic Development Director

Subject: Amendment to General Plan Update Contract

Vendor Name: WSP USA Inc.

Munis Vendor Number: 2960

ITEM AND ISSUE:

The Office of Economic Development respectfully requests your review and approval of an Amendment No. 1 to Contract #3250006 with WSP USA Inc. for Updating the General Plan. Amendment No.1 increases the amount of compensation (to add an economic development strategic plan to the scope of work) by $150,000 for a total compensation of $2,037,871.87.

Commented [EM1]: I actually do not like these to be written as the caption. Should be very similar but a sentence. No reason to put the person's name, again, here after it is in the memo heading. And, contact info is on the agenda.

CONTRACT NUMBER:

The FY24 Munis contract number is #3250006

BACKGROUND AND SUMMARY:

In 2024, The Land Use Department entered into a contract with WSP USA Inc. to update the current general plan. This was filed with the Clerk's office as 24-0352. In the summer of 2025, The Office of Economic Development, with the Land Use Department's permission, began with the vendor to explore adding an economic development strategic plan to the original contract's Scope of Work. On September 19th, this Scope of Work addition was finalized that fit within our budget of $150,000 and we moved forward with the Land Use Department to amend the original contract to add this Economic Development Strategic Plan to the scope of work.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: General Fund/100

Munis Org Name/Number: Economic Development/2122800

Munis Object Name/Number: Professional Contracts/510300

Budget Officer / Designee: Andy Hopkins **Date:** 11/19/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-111, RFP. The General Plan Update Contract # 3250006 expires on 6/30/2028.

Chief Procurement Officer (CPO)/Designee: JoAnn Lovato Montaño **Date:** 11/20/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ **Yes** | ☒ **No**

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Treasury/Point of Sale Components included? ☐ **Yes** | ☐ **No**

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Vehicles included? ☐ **Yes** | ☒ **No**

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures included? ☐ **Yes** | ☐ **No**

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this an externally funded purchase? ☐ **Yes** | ☒ **No**

If yes, what is the issuing agency: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? ☐ **Yes** | ☒ **No**

Project Ledger Number: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

ATTACHMENTS:

If Amendment:

Original contract packet (with previous contract amendments)
Contract Amendment Packet

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/25/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 300 Madison Avenue 28th Floor New York NY 10017	**CONTACT NAME:** AJG Service Team **PHONE (A/C, No, Ext):** 212-994-7020 **FAX (A/C, No):** **E-MAIL ADDRESS:** GGB.WSPUS.CertRequests@ajg.com
INSURED WSPGLOB-01 WSP USA Inc. One Penn Plaza New York, NY 10119	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Liberty Insurance Corporation — 42404 **INSURER B :** Zurich American Insurance Company — 16535 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1890099155 **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	
B	X **COMMERCIAL GENERAL LIABILITY** ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	GLO9835819-12	5/1/2025	5/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 3,500,000 $ 3,500,000 $ 10,000 $ 3,500,000 $ 14,000,000 $ 7,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			AS7-621-094060-035	5/1/2025	5/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 5,000,000 $ $ $ $
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
A A A	**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		WA7-62D-094060-015 WA7-62D-095609-075 WC7-621-094060-915	5/1/2025 5/1/2025 5/1/2025	5/1/2026 5/1/2026 5/1/2026	X PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2,000,000 $ 2,000,000 $ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIRTY (30) DAYS NOTICE OF CANCELLATION.
Opportunity #US-WSP-202304667 | Project Description: General Plan Update for the City of Santa Fe, New Mexico.

The City of Sante Fe their officials, officers, employees, and agents are included as Additional Insured with respect to the General Liability policy as required by written agreement, pursuant to and subject to the policy's terms, definitions, conditions and exclusions. The coverage provided by the General Liability policy is primary and any other coverage shall be excess only, not contributing. Waiver of Subrogation applies to Additional Insured with respect to the General Liability policy as required by written agreement, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Ave.
Santa Fe NM 87501

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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Item #: _____
Munis Contract #: _____
Original Contract Item #: _24-0352 _____
SWPA/GSA/Coop/RFP/ITB #: _____

CITY OF SANTA FE, ECONOMIC DEVELOPMENT
AMENDMENT No. 1 TO
Contract # 3250006

General Plan Update Contract

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE CONTRACT, dated May 31, 2024 (the "Contract"), between the City of Santa Fe (the "City") and WSP USA Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Contract, Contractor has agreed to provide a comprehensive review and revision of the City of Santa Fe's General Plan.

B. Pursuant to Article 14 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1 of the Contract is amended to expand the scope of work to include the creation of an economic development plan for the City's Office of Economic Development. The contract has been amended, so that Article 1 reads as follows:

The Contractor shall facilitate a comprehensive review and revision of the City of Santa Fe's General Plan.

The Contractor shall provide the following services-for the City:

In response to RFP#24/20/P (Contract Exhibit 1), the Contractor proposes an alternative work plan

and modified process intended to provide an accelerated project timeline. The alternate process provided in the Contractor's Technical Proposal (Contract Exhibit 2) and Cost Proposal (Contract Exhibit 3) shall encompass all requested elements and shall be inclusive of services and work product deliverables detailed in the scope of work set forth in RFP #24/20/P.

The Contractor shall provide the following services, further described in the Contractor's Technical Proposal (Contract Exhibit 2) attached hereto, to the City as represented in their proposal to the City in response to RFP #24/20/P.

A. STEP 1 - Mobilization and Understanding

Approximately 9 months

Scope of work and deliverables:

1. Kickoff meeting and materials
2. Project management plan
3. Project SharePoint site
4. Digital User Platform development: Phase 4
5. Social Pinpoint Hub or other equivalent online civic engagement tool
6. Project communications brand, identity, supporting materials, and templates
7. Public Engagement Plan, inclusive of CHART and Midtown outreach considerations
8. Open house plans and materials, Community Conversation Kits, and other supporting public engagement materials in English and Spanish
9. Governance model
10. Administrative draft, public review draft and final assessment report completed in

two phases. **Phase 1** will document the analysis of existing conditions and trends. The draft report will be published on the project website for public comments and recommendations. **Phase 2** will incorporate the public engagement findings and the City's short-term and long-term needs and desires

B. STEP 2-Vison and Goals

Approximately 6 months

Scope of work and deliverables:

1. Public communications and engagement materials
2. Internal project team charrette to develop vision and goals
3. Administrative draft, public review draft and final vision statement
4. Administrative draft, public review draft and final goals
5. Place-type initial groups cross referenced to City's Land Development Code (LDC)
6. Digital User Platform development: Phase 2

C. STEP 3 - Scenario Planning

Approximately 6 months

Scope of work and deliverables:

1. Public communications and engagement materials
2. Scenario planning internal project team charrette
3. Place-type categories within each group identified in Step 2 coordinated with LDC
4. Six discussion draft scenario ideas for internal project team charrette
5. Three thematic, conceptual level scenarios with one-page briefer for each with characterization and comparative analysis: administrative review, public draft review and final

6. Digital User Platform development: Phase 3

D. STEP 4 - Development of Preferred Plan

Approximately 6 months

Scope of work and deliverables:

1. Administrative draft, public review draft and final General Plan document with appendices
2. Public communications and engagement materials
3. General Plan document outlining internal project team charrette
4. Complete draft of place-types categories within each group, coordinated with LDC
5. Digital User Platform development: Phase 4

E. STEP 5 - Work Program and Funding Plan

Approximately 3 Months

Scope of work and deliverables:

1. Internal project team charrette to outline the General Plan document
2. Public communications and engagement materials
3. Administrative governance policy and procedure
4. Administrative draft, public review draft and final implementation work program
5. Equitable project development and delivery guidelines
6. Digital User Platform development: Phase 5

F. STEP FORWARD - Governing Body Action & Implementation and Evaluation

Approximately 3 Months

Scope of work and deliverables:

1. Public communications and engagement materials

2. Internal charrette to prepare for final action on General Plan and preparatory implementation steps

3. One decision-maker briefing PowerPoint presentation for City staff to use in briefing decision-makers

4. One Planning Commission hearing and presentation

5. One Governing Body hearing and presentation

6. Digital User Platform development: Phase 6

G. STEP ONGOING - Administrative Coordination + Engagement and Communication

Scope of work and deliverables:

1. Biweekly team agenda and notes

2. Quarterly LDC update team agenda and notes

3. Monthly e-newsletter

4. Periodic social media posts

5. PowerPoint presentations for periodic Planning Commission and Governing body updates conducted by City staff, including Step stage gates

6. Monthly progress reports and invoices

Crosswalk illustrating Alternative Proposed Work Plan as compared to the RFP Scope of Work:

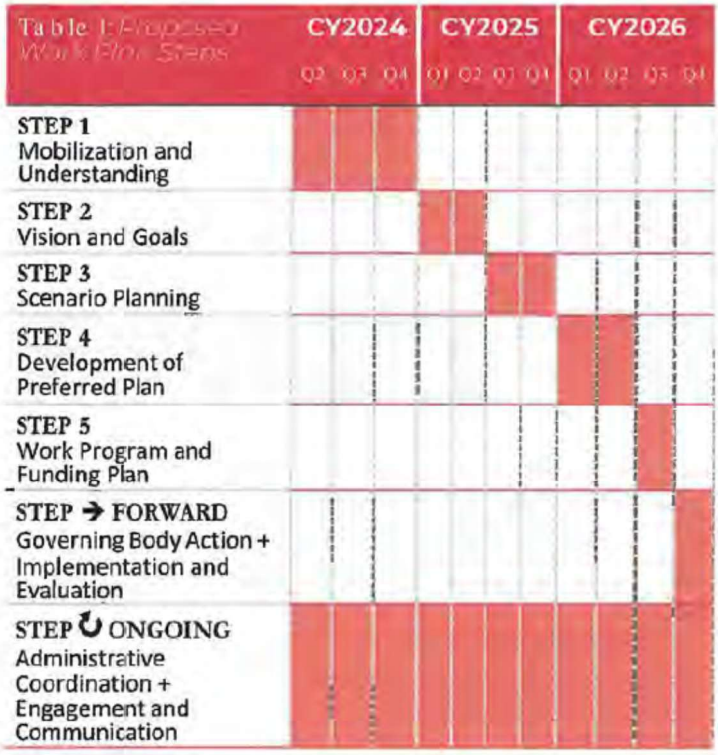

Table 2: Crosswalk to RFP Work Plan	Phase 1	Phase 2	Phase 3
STEP 1 Mobilization and Understanding	Task 1 Task 2 Task 3	Task 4 Task 5	
STEP 2 Vision and Goals			Task 7
STEP 3 Scenario Planning			Task 6
STEP 4 Development of Preferred Plan			Task 7
STEP 5 Work Program and Funding Plan			Task 8
STEP → FORWARD Governing Body Action + Implementation and Evaluation			Task 9
STEP ↻ ONGOING Administrative Coordination + Engagement and Communication	Task 1	Task 1 + Task 4	Task 1 + Task 4

In addition, the contractor shall create an economic development strategic plan for the City's Office of Economic Development as shown in attached Exhibit C.

2. COMPENSATION.

Article 3, paragraph A of the Contract is amended to increase the amount of compensation by a total of $150,000 for the Economic Development strategic plan as outlined in attached exhibit D. Article 3, paragraph A reads in its entirety as follows:

A. Payment.

A. The City shall pay the Contractor in full payment for services satisfactorily performed based upon deliverables detailed above, at the rate of ONE MILLION, EIGHT HUNDRED EIGHTY-THREE THOUSAND, SIX HUNDRED FORTY-EIGHT DOLLARS and

EIGHTEEN CENTS ($1,883,648.18), excluding gross receipts tax. The

New Mexico gross receipts tax levied at the rate of 8.1875% on the amounts payable under this Contract totaling ONE

HUNDRED FIFTY-FOUR THOUSAND, TWO HUNDRED TWENTY-THREE DOLLARS and SIXTY-NINE CENTS ($154,223.69) shall be paid by the City to the Contractor. The total amount payable to the Contractor under this Contract, including gross receipts tax and expenses, shall not exceed TWO MILLION, THIRTY-SEVEN THOUSAND, EIGHT HUNDRED SEVENTY-ONE DOLLARS and EIGHTY-SEVEN CENTS ($2,037,871.87). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Contract shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Contract reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Contract being amended in writing prior to those services in excess of the total compensation amount being provided.

3. CONTRACT IN FULL FORCE.

Except as specifically provided in this Amendment, the Contract remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:
WSP USA INC.

Matt Sibul
Matt Sibul (Nov 10, 2025 09:25:05 MST)
MATT SIBUL, REGIONAL TRANSPORTATION LEAD

DATE: Nov 10, 2025
NMBTIN: _____

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:

Ruby Crews
Ruby Crews (Nov 10, 2025 09:26:25 MST)
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
FINANCE DIRECTOR

LELAND CONSULTING GROUP

EXHIBIT C

610 SW Alder Street, Suite 1200
Portland, Oregon 97205

(503) 222-1600
info@lelandconsulting.com
lelandconsulting.com

Santa Fe Economic Development Strategy: Scoping

DRAFT 18 September 2025

Project Understanding

The City recently commissioned a report from Ernst & Young analyzing the industry mix and overall economy of Santa Fe. That work, which relied on quantitative industry cluster analysis and stakeholder outreach, resulted in a set of industry targets and other recommendations intended to serve as a prelude to more in-depth strategy development, supported by additional analysis and focused engagement. A parallel effort is underway by the firm Motiva, designed to help the City strategically address its workforce development needs, with a broad scope but emphasis on underserved local populations.

In addition, as part of the *Santa Fe Forward* comprehensive plan update process, Leland Consulting Group ("Leland") just completed an assessment of past economic development strategy documents along with fresh analysis of trends and existing conditions related to employment, industry mix, commercial development, and other factors influencing Santa Fe's prospects for improved economic vitality.

Importantly, the New Mexico EDD recently completed its *2025 State Plan Update* to guide statewide economic development activity, including major policy recommendations related to data sharing and visualization, infrastructure investments promoting local site readiness across the state, guidelines for careful diversification away from extractive industries, and strategies for better leveraging federal funding. These policy initiatives, though broad and statewide, are ultimately geared towards improving economic improvement at the local level.

The effort proposed here is intended as a logical extension and complement to those efforts. The resulting consolidated strategic plan and implementation roadmap will serve as a long-overdue update to the 2004 plan of action to guide the Office of Economic Development in fostering economic vitality -- capitalizing on the strengths of Santa Fe to attract, expand, and retain quality firms and individuals, while removing barriers to business success and growth. While that plan needs to be grounded in a rigorous quantitative understanding of the industry structure of the city and the surrounding region, it should also acknowledge and creatively leverage the unique blend of attributes that have long given Santa Fe an economically valuable perceptual advantage.

Task 0: Kickoff and Internal Team Coordination

- Kickoff meetings with OED and other relevant City staff (including Mayor and other key leadership)
- Scope consensus-building: What do we want to get out of this?
- Ensuring formal roles for stakeholders without forming yet another steering committee.

Deliverable:

- Internal summary memo

Timing:

- 2-3 weeks

In-person site visit

Task 1: Coordination with Other Economic Development Organizations

Engage existing economic development stakeholder groups to inform them about this effort, ensure that the Santa Fe team is up to date on those organizations' recent and ongoing efforts, and explore potential additional engagement targets.

- NCNMEDD
- Regional Development Corporation (RDC)
- MRCOG
- Northern Area Local Workforce Development Board
- Tourism Santa Fe
- Santa Fe Chamber of Commerce
- State of NM Economic Development Department
- Other City boards and commissions with stake in economic development
- Many others (~30 stakeholder area groups in all)

Deliverable:

- Technical memo summarizing ongoing parallel efforts and roles across economic development organizations the region and state;

Timing:

- 2-3 weeks, including prep.

Virtual/in-person combo

Task 2: Community Engagement

- **Community survey**: work with project team to craft questionnaire(s) about perceptions of SF strengths and weaknesses, along with resident desires for specific areas of economic and commercial growth. Coordinate sampling and fielding efforts to sync with ongoing engagement/outreach activities in *Santa Fe Forward*.
- **Business/industry survey**: develop questionnaire(s) for members of the business community about SF strengths and weaknesses, desires for specific areas of economic and commercial growth, and with perceived barriers to successful operations and growth.
    - Both the community and business/industry survey engagement efforts will be fully bilingual in Spanish and English.

Deliverable:

- Questionnaire and sampling/fielding plan draft
- Memo summarizing survey findings (timing TBD)
- Full electronic database of survey responses

Timing:

- 4-5 weeks, including prep.; note that survey fielding will take longer -- running parallel to multiple subsequent tasks.

Task 3: Refinement of Industry/Cluster Targeting

- Conduct peer review of Ernst & Young analysis and findings relative to industry mix, clusters, and targeting. Preliminary recommendations from that study, shown below, include many targets related to those identified in the Santa Fe's prior economic development strategy (Angelou 2004) along with some additions and refinements.

Potential target industry (2025)		2004 strategy
Arts, design & media	Arts & culture	Arts and Culture
	Design	Design
	Film, TV, media	Publishing and New Media
Tourism, recreation & specialty consumer goods	Hospitality	Hospitality
	Specialty retail	Outdoor Gear and Apparel
	Specialty manufacturing	
Technology development	Software	Software Development
	Scientific R&D	Water Conservation and Clean Energy Technologies
Professional services		

DRAFT

Deliverable:

- Interim technical memo with summary of industry structure, trends, and targets

Timing:

- 4-5 weeks

No site visit

- Revisit and refine findings and recommendations from the E&Y study and from Leland's economic development chapter in the *Santa Fe Forward* Assessment Report.
- Examine the above Santa Fe-specific findings in the context of plans from broader geographies, with special emphasis on the *2025 State Plan Update* just completed by the New Mexico EDD to guide statewide economic development. Major strategic initiatives identified in that plan need to be directly and efficiently leveraged in Santa Fe's updated strategy.
- Gather and analyze information from national and regional industry publications within targeted sectors to better understand industry trends including evolving workforce, infrastructure, and space needs. (To be explored further in Task 4 outreach)

Task 4: Employer Engagement

- Engage with representatives of major private-sector employers in Santa Fe (and potentially elsewhere in the region) to discuss strengths, weaknesses, opportunities, and threats related to operating in Santa Fe.
- Topics of this outreach should include, but not be limited to:
    - growth prospects and what is currently "working" in terms of City policies, services, and investments
    - barriers to growth
    - emerging supply chain clusters
    - workforce development needs (education, training, etc.)
    - infrastructure requirements/desires (transportation, water, etc.)
    - public policy, including land use/zoning
- Some employers may have site-specific observations and concerns that involve City policies and priorities already being given consideration in the parallel *Santa Fe Forward* effort.

Deliverable:

- Technical memo on cluster/target analysis review with refined SWOT analysis based on employer engagement in combination with learning from prior tasks

Timing:

- 4-5 weeks

Multi-day in-person site visit

Task 5: Coordination, Engagement Related to Workforce Development

- Meet with Motiva to understand status/direction of their workforce development strategy efforts and share preliminary findings and recommendations.
- Meet with secondary and higher education (UNM, NMSU, SFCC, St. John's) representatives [particularly entrepreneurial programs within those].
    - Evaluate how an educational anchor could reinforce creative sector ecosystem and talent retention.
- Meet with other education/arts groups to explore local arts engagement programs as economic development tools. These conversations should be informed in part by the *2024 Creative Industries Study* completed for the New Mexico EDD.
- Analyze housing affordability and housing mix in relation to workforce development and recruiting goals. This analysis should be coordinated with housing-related analysis and recommendations emerging in the *Santa Fe Forward* effort.

Deliverable:

- Report on workforce development key findings and strategy implications

Timing:

- 4-5 weeks

In-person visit supplemented with remote interviews.

Task 6: Identification and Evaluation of Potential Opportunity Sites

- Meet with planning staff and coordinate with *Santa Fe Forward* future land use mapping effort to understand key remaining areas of potential growth (via either new development or re-development), with focus on areas of non-residential growth.
- Evaluate identified candidate areas relative to draft industry targets, employer outreach findings, and other input from prior tasks.
- Develop high-level strategic profiles and recommendations for promising catalyst areas of potential development.

Deliverable:

- Map(s) and technical memo with high-level strategic recommendations

Timing:

- 4-5 weeks

In-person visit supplemented

Task 7: Situational Analysis and Strategic Framework

- **Synthesize findings** from all previous tasks into a comprehensive assessment of Santa Fe's current economic position.
- Summarize **key challenges**, barriers, and constraints limiting and influencing economic growth for Santa Fe.
- Document specific **opportunities** emerging from industry analysis, stakeholder engagement, and site evaluation.
- Develop clear **problem statements** that connect community needs with economic development solutions.
- Present **integrated SWOT analysis** that builds on E&Y work but incorporates new insights from community and employer engagement.

Deliverable:

- Situational Analysis Report summarizing key challenges, opportunities, and strategic priorities identified through data analysis and stakeholder engagement

Timing:

- 3-4 weeks

Task 8: Draft Goals, Strategies, and Action Plan

- Translate the situational analysis and strategic framework into a limited set of (5 to 7) broad goals to guide how the Office of Economic Development can strengthen and diversify Santa Fe's economy.
- Break down each broad goal into a set of (2 to 5) more specific *strategies,* which will, in turn, be accompanied by a number of concrete *action* items written in the form of prioritized instructions that can be implemented by the OED and clearly identified partners.
- Through this process, we will move forward those project areas that are most critical to moving forward, and we may deemphasize those that, while important, simply cannot move forward immediately given higher priorities and organizational capacity.
- For each action item, we will assign:
    - a timeframe within the next five years
    - a rough order of magnitude cost estimate
    - the role of key implementing partners,
    - objective metrics and performance indicators that should be tracked to monitor progress and make adjustments,
    - other necessary notes attributes that will help translate the action plan into a practical day-to-day guide and work plan.
- At a minimum, we expect the strategy to address implementation in the following areas:
    - A refined set of **industry targets** and targeting-related guidelines
    - A clear statement of Santa Fe's **strategic differentiators**: perceptual advantages that should be intentionally leveraged
    - Identify **policies changes and investments** that directly **address and mitigate identified barriers** to business success, attraction, and retention in Santa Fe
    - Recommended policies and actions for how the OED can help to promote a better fit between Santa Fe's labor force and the city's **housing options**

Deliverable:

- Draft economic development strategy and action plan

Timing:

- 6-8 weeks

Work session can be combination remote/in-person

- High-level identification of, and recommendations for, **key opportunity sites/nodes/corridors** within Santa Fe that are closely tied to its economic development goals
- Policies and actions related to how the OED can contribute in a complementary role in support of industries and businesses dependent of visitors.
- **Workforce**: address ways to bolster the supply of well-qualified workers to support economic vitality across the board
- **Higher education**: recommendations for how OED, with the help of partners, can work towards attracting a significant campus presence in Santa Fe

- **Work Session**: Once the draft action plan is ready, we will review with OED and relevant City staff prior to scheduling a city council work session where we will present our findings and gather feedback.

Task 9: Final Strategy/Action Plan Document

- **Final Economic Development Strategic Action Plan**: We will take the feedback gathered from Task 5 and prepare a final report suitable for adoption or acceptance by the city council.
  - We expect the document to serve as both an internal resource and an external statement of Santa Fe's commitment to economic development. As such, it will be highly graphical, with significant use of maps, graphics, charts, and tables to make it readable and keep it brief.
  - Reporting and recommendations will be integrated with the *Santa Fe Forward Digital User Platform*.
- [optional] Develop stakeholder engagement plan to promote strategy adoption of findings/recommendations across a wider audience of key leadership and organizations.

Deliverable:

- Final economic development strategy and action plan

Timing:

- 3-4 weeks

In-person site visit for final presentations

September 19, 2025

Johanna Nelson, Director
Office of Economic Development
City of Santa Fe
200 Lincoln Avenue, Box 909
Santa Fe, NM 87505
cc: Heather Lamboy, Director, Planning & Land Use Department

Re: Contract #3204702 and Economic Development Strategy

Dear Johanna,

Thank you for allowing us to submit this cost proposal for the City of Santa Fe Economic Development Strategy, in conjunction with Leland Consulting Group and under the City of Santa Fe General Plan Update (Contract #3204702).

Based on the scope of work provided, we have developed a proposed cost in the amount of **$150,000.00,** which includes an estimated **New Mexico Gross Receipts Tax (8.1875%), of $11,352.00**, which is to be paid separately by the City of Santa Fe.

We are available to start work immediately upon receipt of a contract amendment and purchase order, or other mutually approved written Notice to Proceed. If you have any questions during your review of our cost proposal, please contact me (505-870-4449; nick.fazio@wsp.com). On behalf of WSP USA and Leland Consulting Group, thank you for the opportunity to continue our work for the City Different!

Sincerely,
WSP USA, Inc.



Nick Fazio
Assistant Vice President, Communications and Public Involvement
WSP USA, Inc.

Description of Services

A description of services and scope of work is provided as a separate attachment, dated September 18, 2025.

Costs and Schedule

WSP proposes to provide these services on a lump sum basis for a total of **$138,648.00,** not including applicable New Mexico Gross Receipts Tax of **$11,352.00**, which is to be paid separately by the City of Santa Fe. This brings the total cost to **$150,000.00.**

Scope Item	Hours	Not to Exceed Price
Labor		
Task 0: Kickoff and Internal Team Coordination	48	$8,360.00
Task 1: Coordination w/ Other Economic Development Orgs.	58	$9,516.00
Task 2: Community Engagement	182	$23,041.00
Task 3: Refinement of Industry/Cluster Targeting	43	$8,240.00
Task 4: Employer Engagement	66	$10,716.00
Task 5: Coordination/Engagement Related to Workforce Dev.	63	$10,047.00
Task 6: Identification/Evaluation of Potential Opportunity Sites	41	$8,135.00
Task 7: Situational Analysis and Strategic Framework	64	$12,515.00
Task 8: Draft Goals, Strategies, and Action Plan	121	$24,156.00
Task 9: Final Strategy and Action Plan Document	70	$13,815.00
Subtotal	**756**	**$128,541.00**
Direct Expenses (no mark-up)		
Mileage Reimbursement		$427.00
Travel expenses		$9,380.00
Vehicle charges		$300.00
Subtotal		**$138,648.00**
NMGRT @ 8.1875%		$11,352.00
Total		**$150,000.00**

September 19, 2025

Johanna Nelson, Director
Office of Economic Development
City of Santa Fe
200 Lincoln Avenue, Box 909
Santa Fe, NM 87505
cc: Heather Lamboy, Director, Planning & Land Use Department

Re: Contract #3204702 and Economic Development Strategy

Dear Johanna,

Thank you for allowing us to submit this cost proposal for the City of Santa Fe Economic Development Strategy, in conjunction with Leland Consulting Group and under the City of Santa Fe General Plan Update (Contract #3204702).

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Total		**$150,000.00**

CITY OF SANTA FE
PLANNING & LAND USE

DATE: May 16, 2024

TO: Mayor Webber and City Council
Finance and Quality of Life Committees

VIA: Emily Oster, Finance Department Director
Travis Dutton-Leyda, Chief Procurement Officer
Rich Brown, Community Development Department Director
Jason Kluck, Planning & Land Use Department Director jmk

FROM: Heather L. Lamboy, AICP, Assistant Director, Planning & Land Use Department HLL

SUBJECT: General Plan Update Contract

VENDOR: WSP USA, Inc.

ITEM AND ISSUE

Request for Approval of a Professional Services Agreement with WSP USA, Inc, to Update the General Plan and Create a Digital User Platform In the Total Amount of $1,887,871.87, Inclusive of NMGRT for a Four Your Term.

BACKGROUND AND SUMMARY

The General Plan is adopted by resolution and is the comprehensive planning document that sets the City of Santa Fe's (City's) official policies guiding the long-ranging planning of physical growth, community development, and public services, as well as the City's goals for subjects including equity, inclusion, sustainability, affordability, and mobility. The General Plan is composed of several chapters, each focusing on specific topics related to the planning and development of the city. The goals and objectives of each chapter are used to set City policy and are implemented through the City's Code of Ordinances, regulating documents such as the Future Land Use Map, comprehensive planning efforts, and other mechanisms.

The last comprehensive update of the currently adopted General Plan was in 1999, after several years of community engagement, research, and drafting. Since 1999, the city has seen significant population growth, infrastructure and sustainability concerns and economic fluctuations, and thus much of the data supporting the 1999 plan is now out of date. Additionally, realignment with the City's Capital Improvement Plan is needed. Finally, it should be acknowledged that 20-25 years is generally considered to be the lifespan of a city-wide plan such as Santa Fe's General Plan.

This contract proposes that the process for the General Plan Update be informed by a robust community conversation addressing the issues raised by the Governing Body, the associated recommendations in

the Governing Body resolution that was approved on March 24, 2023, and other recommendations and subject matter for consideration as identified, such as growth planning and management, mobility and accessibility, adaptability, resiliency and sustainability, inclusion and equity, and economic strength and opportunity. Furthermore, the contract calls for staff and the consultant to undertake efforts to evaluate the 1999 plan to identify its strengths and deficiencies. This will help ensure that proposed policies are informed by the successes and beneficial outcomes, as well as the shortcomings, of the current plan and will best address the needs of the Santa Fe community.

Included in the scope of work is the development of a digital platform that will not only provide information on the General Plan Update process, but also the Zoning Code update process, community engagement associated with both projects, and a robust Geographic Information Systems (GIS) platform where community members can access information on subdivision plats, development plans, special use approvals, historic preservation inventory forms, building permits, and much more. The development of this platform will provide more accessible information which could assist in reducing the overall number of public information (IPRA) requests.

The consultant offered an accelerated Work Plan that will shorten the duration of the update project. The intent of this accelerated pace is to ensure that the General Plan aligns with Phase 3 of the Land Development Code update, where the consultants of the two projects will review the draft General Plan and Land Development Code updates to ensure consistency between the two documents.

Crosswalk illustrating Alternative Proposed Work Plan as compared to the RFP Scope of Work:

Table 1: Proposed Work Plan Steps	CY2024 Q3 Q4	CY2025 Q1 Q2 Q3 Q4	CY2026 Q1 Q2 Q3 Q4
STEP 1 Mobilization and Understanding			
STEP 2 Vision and Goals			
STEP 3 Scenario Planning			
STEP 4 Development of Preferred Plan			
STEP 5 Work Program and Funding Plan			
STEP → FORWARD Governing Body Action + Implementation and Evaluation			
STEP ↻ ONGOING Administrative Coordination + Engagement and Communication			

Table 2: Crosswalk to RFP Work Plan	Phase 1	Phase 2	Phase 3
STEP 1 Mobilization and Understanding	Task 1 Task 2 Task 3	Task 4 Task 5	
STEP 2 Vision and Goals			Task 7
STEP 3 Scenario Planning			Task 6
STEP 4 Development of Preferred Plan			Task 7
STEP 5 Work Program and Funding Plan			Task 8
STEP → FORWARD Governing Body Action + Implementation and Evaluation			Task 9
STEP ↻ ONGOING Administrative Coordination + Engagement and Communication	Task 1	Task 1 + Task 4	Task 1 + Task 4

Given these considerations, the Planning and Land Use Department seeks to contract approval for consulting services for an update of the City's General Plan. This RFP will include a detailed project

description and scope of work for the General Plan update. The consultant(s) will be selected based on their proposals, experience and estimated budget.

New Mexico Statutes 1978, Chapter 3, Article 19, Planning and Platting and Article 21, Zoning Regulations, outline the City's responsibility to adopt a "master plan", also referred to as a "comprehensive plan". For consistency's sake, this memo and the resolution for the RFP refer to the City's "General Plan," instead of a "master plan" or "comprehensive plan," as the document under consideration.

CONTRACT NUMBER
The FY2024 Munis contract number is 3204702

PROCUREMENT METHOD
The Department completed an RFP procurement for these professional services, the contract expires June 30, 2028.

FUNDING SOURCE
The funding source is:
Fund Name/Number: General Fund 100
Munis Org Name/Number: Land Use 1004501
Munis Object Name/Number: Professional Contracts 510300
Total: $1,887,871.87

CAPITAL ASSET
☐Yes ✓No

CAPITAL PROJECT
☐Yes ✓No

ACTION REQUESTED
The Community Development Department respectfully requests your review and approval of the General Plan Update contract.

ATTACHMENTS:
1. Signed Contract
2. Memo to Quality of Life Committee, Finance Committee, and Governing Body
3. Procurement Checklist
4. Summary of Contract
5. Certificate of Liability
6. WSP Business Registration

Signature: Jason M. Kluck
Email: jmkluck@santafenm.gov

Signature: Richard Brown
Email: rdbrown@santafenm.gov

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: WSP USA, Inc.

Procurement/contract Title: General Plan Update

Procurement Method/Vehicle: ☐Sole Source ☐State Price Agreement/Existing ☐ Cooperative ☒Request For Proposals(RFP) ☐Invitation To Bid (ITB) ☐Exempt: 13-1-98

☐Small Purchase (Contract Under $60,000) ☐Other: _____

Requesting Department: Community Development Staff Name: Heather Lamboy

Procurement Requirements:

Procurement files shall be maintained for all purchases and contracts, regardless of the method of procurement. The procurement files shall contain the basis on which the awards are made, all submitted bids/proposals, all evaluation materials (bid tabs or Evaluation Committee Reports), scoresheets, quotations, and all other documentation related to or prepared in conjunction with evaluations, negotiations, and the award processes. The procurements shall contain written determinations from the Requesting Departments, signed by the Chief Procurement Officers (this document), setting forth the reasoning for the contract award decisions before submitting them to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING (CPD)

YES	N/A	
☒	☐	**Written Determination (srvs)**
☒	☐	**RFP - Confidential info to be provided to GB by CPD Buyer**
☐	☐	**ITB (include bid tab)**
☐	☐	**Other:** _____
☐	☐	**Cooperative Agreements and GSAs and Statewide Price Agreements (include the cover page to show valid dat page, and items to be purchased)**
☒	☐	**Horizon Declination or Screenshot of horizonsofnewmexico.org/services.html (srvs)**
☒	☐	**Summary of Contract (only on contracts)**
☒	☐	**Current Santa Fe Business Registration (or Exemption if no tax)**
☒	☐	**Executed Contract or Price Agreement (legal and contractor must sign before purchasing approves)**
☐	☐	**Chief Procurement Officer (or designee) Approval for Exempt from Procurement (use memo on our site)**
☒	☐	**Evaluation Committee Report (RFPs only)**
☐	☐	**Signed Sole Source Determination, Vendor Written Quote, SS Letter from Contractors, and 30 Days Email**
☒	☐	**>20k = Memo addressed to City Manager (Under 150K) Committees/City Council (Over 150K)**

YES	N/A	
☒	☐	**Quote(s) (3 Valid & Current for Over 20k)**
☐	☐	**BAR**
☒	☐	**FIR**
☒	☐	**Certificate of Insurance (srvs)**

Heather Lamboy — Assistant Director, Planning & Land Use — 5-16-2024
Department Point of Contact — Title — Date

Jason M. Kluck — 05/20/2024
Department Director — Date

May 21, 2024
Chief Procurement Officer — Date

ITT Representative — Title — Date

CoSF

Version 3 12.1.2023

City of Santa Fe

Summary of Contract, Agreement, Amendment & Lease

All applicable fields to be completed by department (complete 1.b only if you are processing an amendment):

1.a Munis Contract: 3204702 Procurement # (RFP/ITB# If any): 24/20/P

Contractor: WSP USA, Inc.

Procurement Method/Vehicle: Small Purchase ☐ RFP ☑ ITB ☐ Sole Source ☐ GSA ☐ Cooperative ☐ Exempt ☐ SWPA/Existing ☐

Description/Title: General Plan Update and Digital User Platform

Contract: ☑ Agreement: ☐ Lease/Rent: ☐ Amendment: ☐

Term Start Date: When Signed Term End Date: 6/30/2028 Total Contract Amount: $1,887,871.87

☐ Approved by Council *(If over the City Manager's approval threshold, you must go through GB)*

Contract / Lease: Contract (Initial Approval)

1.b Amendment #: N/A to the Original Contract/Lease #

Increase/(Decrease) Amount $: N/A

Extend Expiration Date to: N/A

☐ Approved by Council *(If the original went through GB, all amendments must go through GB regardless of the amendment reason)* Date:

Amendment is for: N/A

2. HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)

This is an initial contract approval request for the update of the General Plan and creation of a digi

3. Procurement History:

Purchasing Officer Review: May 21, 2024 Date:

Comment & Exceptions: 13-1-112. Competitive sealed proposals; request for proposals.

4. Funding Source: General Fund **Org / Object:** 1004501/510300

Andy Hopkins May 21, 2024

Budget Officer Approval: Date:

Comment & Exceptions:

5. Grant History (if applicable): N/A

Grants Administrator Approval: **Date**

Staff Contact who Completed This Form: Heather Lamboy Phone #: 505-470-5281

To be recorded by City Clerk: Email: hllamboy@santafenm.gov

Clerk #

Date of Execution:

ITT Representative (attesting that all information is reviewed) Title Date

Item #: 24-0352
Munis Contract #: _____
RFP: 24/20P

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **WSP USA Inc**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, section 13-1-111 and

WHEREAS, the Contractor is one of such requisite and qualifications and is willing to engage with the City for professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Agreement; and

The City and the Contractor hereby agree as follows:

1. Scope of Work

The Contractor shall facilitate a comprehensive review and revision of the City of Santa Fe's General Plan. The Contractor shall provide the following services-for the City:

In response to RFP#24/20/P (Contract Exhibit 1), the Contractor proposes an alternative work plan and modified process intended to provide an accelerated project timeline. The alternate process provided in the Contractor's Technical Proposal (Contract Exhibit 2) and Cost Proposal (Contract Exhibit 3) shall encompass all requested elements and shall be inclusive of services and work product deliverables detailed in the scope of work set forth in RFP #24/20/P.

The Contractor shall provide the following services, further described in the Contractor's Technical Proposal (Contract Exhibit 2) attached hereto, to the City as represented in their proposal to the City in response to RFP #24/20/P.

STEP 1 – Mobilization and Understanding
Approximately 9 months

Scope of work and deliverables:

1. Kickoff meeting and materials
2. Project management plan
3. Project SharePoint site

4. Digital User Platform development: Launch Phase
5. Social Pinpoint Hub or other equivalent online civic engagement tool
6. Project communications brand, identity, supporting materials, and templates
7. Public Engagement Plan, inclusive of CHART and Midtown outreach considerations
8. Open house plans and materials, Community Conversation Kits, and other supporting public engagement materials in English and Spanish
9. Governance model
10. Administrative draft, public review draft and final assessment report completed in two phases. **Phase 1** will document the analysis of existing conditions and trends. The draft report will be published on the project website for public comments and recommendations. **Phase 2** will incorporate the public engagement findings and the City's short-term and long-term needs and desires

STEP 2 – Vison and Goals
Approximately 6 months

Scope of works and deliverables:

1. Public communications and engagement materials
2. Internal project team charrette to develop vision and goals
3. Administrative draft, public review draft and final vision statement
4. Administrative draft, public review draft and final goals
5. Place-type initial groups cross referenced to City's Land Development Code (LDC)
6. Digital User Platform development: Phase 2

STEP 3 – Scenario Planning
Approximately 6 months

Scope of work and deliverables:

1. Public communications and engagement materials
2. Scenario planning internal project team charrette
3. Place-type categories within each group identified in Step 2 coordinated with LDC
4. Six discussion draft scenario ideas for internal project team charrette
5. Three thematic, conceptual level scenarios with one-page briefer for each with characterization and comparative analysis: administrative review, public draft review and final
6. Digital User Platform development: Phase 3

STEP 4 – Development of Preferred Plan
Approximately 6 months

Scope of work and deliverables:

1. Administrative draft, public review draft and final General Plan document with appendices
2. Public communications and engagement materials
3. General Plan document outlining internal project team charrette

4. Complete draft of place-types categories within each group, coordinated with LDC
5. Digital User Platform development: Phase 4

STEP 5 – Work Program and Funding Plan
Approximately 3 Months

Scope of work and deliverables:

1. Internal project team charrette to outline the General Plan document
2. Public communications and engagement materials
3. Administrative governance policy and procedure
4. Administrative draft, public review draft and final implementation work program
5. Equitable project development and delivery guidelines
6. Digital User Platform development: Phase 5

STEP FORWARD - Governing Body Action & Implementation and Evaluation
Approximately 3 Months

Scope of work and deliverables:

1. Public communications and engagement materials
2. Internal charrette to prepare for final action on General Plan and preparatory implementation steps
3. One decision-maker briefing PowerPoint presentation for City staff to use in briefing decision-makers
4. One Planning Commission hearing and presentation
5. One Governing Body hearing and presentation
6. Digital User Platform development: Phase 6

STEP ONGOING - Administrative Coordination + Engagement and Communication

Scope of work and deliverables:

1. Biweekly team agenda and notes
2. Quarterly LDC update team agenda and notes
3. Monthly e-newsletter
4. Periodic social media posts
5. PowerPoint presentations for periodic Planning Commission and Governing body updates conducted by City staff, including Step stage gates
6. Monthly progress reports and invoices

Crosswalk illustrating Alternative Proposed Work Plan as compared to the RFP Scope of Work:

Table 1: Proposed Work Plan Steps	CY2024 Q2 Q3 Q4	CY2025 Q1 Q2 Q3 Q4	CY2026 Q1 Q2 Q3 Q4
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STEP 2 Vision and Goals		■ ■	
STEP 3 Scenario Planning			■ ■
STEP 4 Development of Preferred Plan			■ ■
STEP 5 Work Program and Funding Plan			■
STEP → FORWARD Governing Body Action + Implementation and Evaluation			■
STEP ↻ ONGOING Administrative Coordination + Engagement and Communication	■ ■ ■	■ ■ ■ ■	■ ■ ■ ■

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STEP ↻ ONGOING Administrative Coordination + Engagement and Communication	Task 1	Task 1 + Task 4	Task 1 + Task 4

2. **Standard of Performance; Licenses**

A. The Contractor does hereby accept its designation as a professional service, rendering services related to the General Plan Update for the City, as set forth in this Agreement. The Contractor represents that Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under this Contract.

B. The Contractor agrees to obtain and maintain throughout the term of this Contract, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives, and subcontractors.

3. **Compensation**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed based upon deliverables detailed above, such compensation not to exceed ONE MILLION, SEVEN HUNDRED FORTY-FIVE THOUSAND DOLLARS ($1,745,000), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Contract totaling ONE HUNDRED FOURTY-TWO THOUSAND, EIGHT HUNDRED SEVENTY-ONE DOLLARS and EIGHTY-SEVEN CENTS ($142,871.87) shall be paid by the City to the Contractor. The total amount payable to the Contractor under this Contract, including gross receipts tax and expenses, shall not exceed ONE MILLION, EIGHT HUNDRED EIGHTY-SEVEN THOUSAND, EIGHT HUNDRED SEVENTY-ONE DOLLARS and EIGHTY-SEVEN CENTS ($1,887,871.87). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this

Contract shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Contract reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Contract being amended in writing prior to those services in excess of the total compensation amount being provided.

Contractor's Cost Proposal (Contract Exhibit 3) outlines annual funding required to adhere to the project schedule (Proposed Work Plan Steps) presented in the Technical Proposal (Contract Exhibit 2).

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty 30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Payment in future fiscal years is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.)

D. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked.

E. If the City fails to pay the contractor within twenty-one days after receipt of an undisputed request for payment, the City shall pay interest to the contractor beginning on the twenty-second day after payment was due, computed at one and one-half percent of the undisputed amount per month or fraction of a month until the payment is issued. If the City receives an improperly completed invoice, the City shall notify the sender of the invoice within seven days of receipt in what way the invoice is improperly completed, and the owner has no further duty to pay on the improperly completed invoice until it is resubmitted as complete.

F. **Notice of Extended Payment Provision For Grant Funded Contracts**. This contract allows the owner to make payment within 45 days after submission of an undisputed request for payment.

4. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate **four (4) years from date of final signature** unless terminated pursuant to paragraph 5 (Termination), or paragraph 6 (Appropriations).

5. Termination

A. Grounds. The City may terminate this Agreement for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

1) The City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 6, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

6. Appropriations

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, this Contract shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

7. Status of Contractor

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Contract. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

8. Assignment

The Contractor shall not assign or transfer any interest in this Contract or assign any claims for money due or to become due under this Contract without the prior written approval of the City.

9. Subcontracting

The Contractor shall not subcontract any portion of the services to be performed under this Contract without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and payment liabilities under this Contract, nor shall any subcontract obligate direct payment from the City.

10. Release

Final payment of the amounts due under this Contract shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Contract.

11. Confidentiality

Any confidential information provided to or developed by the Contractor in the performance of this Contract shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

12. Product of Service -- Copyright

All materials developed or acquired by the Contractor under this Contract shall become the property of the City and shall be delivered to the City no later than the termination date of this Contract. Nothing developed or produced, in whole or in part, by the Contractor under this Contract shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

13. Conflict of Interest; Governmental Conduct Act

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article are material representations of fact upon which the City relied when this Contract was entered into by the parties.

Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

14. Amendment

A. This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

15. Entire Agreement.

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

16. Merger

This Contract incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written contract. All terms and conditions of RFP #24/20/P and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

17. Penalties for violation of law

NMSA 1978, sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

18. Equal Opportunity Compliance

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

19. Applicable Law

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, section 38-3-2. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

20. Workers Compensation

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Contract may be terminated by the City.

21. Professional Liability Insurance

Contractor shall maintain professional liability insurance throughout the term of this Contract providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Contract.

22. Other Insurance

If the services contemplated under this Contract will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Contract, the following insurance coverage(s), naming the City as additional insured.

A. **Commercial General Liability** insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. **Broader Coverage and Limits**. The insurance requirements under this Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor hereunder.

C. Contractor shall maintain the above insurance for the term of this Contract and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

23. Records and Financial Audit

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Contract's term and effect and retain them for a period of three (3) years from the date of final payment under this Contract. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments.

24. Indemnification

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Contract, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Contract. If any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Contract is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

25. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act.

26. Invalid Term or Condition

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected and shall be valid and enforceable.

27. Enforcement of Contract

A party's failure to require strict performance of any provision of this Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Contract shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

28. Notices

Any notice required to be given to either party by this Contract shall be in writing and shall be

delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City: Heather Lamboy, Procurement Manager, City of Santa Fe
200 Lincoln Ave, Box 909
Santa Fe, NM 87504-0909
hllamboy@santafenm.gov

To the Contractor: WSP USA Inc.
Daniel Sims, Senior Vice President
2440 Louisiana Blvd NE, Suite 400
Albuquerque, NM 87110
dan.sims@wsp.com

29. Authority

If Contractor is other than a natural person, the individual(s) signing this Contract on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter a binding contract.

30. Non-Collusion

In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City's Chief Procurement Officer.

31. Default/Breach

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages, and the City may also seek all other remedies under the terms of this Agreement and under law or equity.

32. Equitable Remedies

The Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the City irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City 's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The City's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that the City may have under applicable law, including, but not limited to, monetary damages.

33. Default and Force Majeure

The City reserves the right to cancel all, or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

Alan Webber (May 31, 2024 15:46 MDT)

ALAN WEBBER, MAYOR

CONTRACTOR:
WSP, USA Inc

Matthew Sibul
Matthew Sibul (May 17, 2024 11:21 MDT)

MATT SIBUL

DATE: May 17, 2024

TITLE: SENIOR VICE PRESIDENT

CRS#: 01-195458-002

Registration #: 230545

ATTEST:

GERALYN CARDENAS, INTERIM CITY CLERK
XIV

CITY ATTORNEY'S OFFICE:

May 17, 2024

REBECCA MNUK-HERRMANN, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR, EMILY OSTER

City of Santa Fe
Planning and Land Use Department

REQUEST FOR PROPOSALS (RFP)

General Plan Update

RFP#
24/20/P

RFP Release Date: October 18, 2023

Proposals Due Date: November 28, 2023

ELECTRONIC-ONLY PROPOSAL SUBMISSION

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposals (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for a Land Use Planning Consultant to facilitate a comprehensive review and revision of the City of Santa Fe's (City) General Plan. New Mexico Statute refers to this plan as a "Master Plan" and other government entities refer to it as "comprehensive" plan or "master" plan.

B. BACKGROUND INFORMATION

The City of Santa Fe enjoys a long history as a municipality and in prior eras spanning from settlement by the first Indigenous populations (whose descendants still call it Oga Po'geh, White Shell Water Place), and followed by the Spanish Influence beginning in the 1500's and American influence from the 1900's to modern times. Modern planning efforts began in Santa Fe in 1946, with the adoption of the "City Plan" prepared by Harland Bartholomew and Associates.

First adopted in 1972, and subsequently updated in 1983 and 1999, The General Plan is the City of Santa Fe's policy guide for land development, planning and growth objectives, related implementation strategies, and the administration of the Land Development Code. It serves as the statement of goals, recommendations and policy guidance for the development of the physical environment of Santa Fe and other geographic areas in Santa Fe's region. The General Plan will serve as a basis for land development approvals and other land and planning related implementation programs within the City. The goals, vision, implementation policies and work programs, and policy guidance of the General Plan may be amended from time to time to meet the changing requirements of the City.

The General Plan guides the comprehensive, long-range plan for the development and responsible stewardship of Santa Fe's resources. It is a critical tool for priority identification and decision making. It provides a policy framework for development proposals, capital improvements, annexation, and extension of public services. It represents the vision of the Santa Fe community and should be recognized as the City's foremost commitment to Santa Fe's future growth and redevelopment objectives. It outlines a vision through various themes that reflect the aspirations of the community and establishes a basis for review of development proposals and public projects to ensure that they are consistent with policy objectives. It provides for strategies that will enhance the character of the community and preserve critical environmental and historic resources and minimize potential hazards. It provides the basis for establishing and setting priorities for implementing programs and regulations and provides the basis for nurturing a vital community and assuring input from all segments of the population.

The General Plan's last comprehensive update was adopted in 1999, after several years of community engagement, analysis and drafting. The 1999 General Plan, along with the Future Land Use Map, continues to be the presiding document which guides city planning and land use policy and review of new development proposals. While many of the themes in the 1999 General Plan remain relevant for

contemporary planning, the data and analysis in 1999 General Plan have not been updated to reflect contemporary circumstances in Santa Fe and the shifting priorities of the world at large, it is no longer directly tied to the City's Capital Improvements Plans and does not incorporate plans adopted since 1999.

Due to these circumstances, the City is endeavoring to revise the General Plan to reflect current conditions and respond to contemporary issues such as climate change, housing affordability, and social equity. The General Plan Update should acknowledge and honor relevant components of the existing 1999 General Plan while recognizing contemporary challenges and opportunities. The revision should identify economic, demographic and environmental changes in Santa Fe in the years since the 1999 General Plan was adopted. It should then identify both the short-term and long-term needs and desires of the community and provide a strategic framework for addressing those needs in a responsible and equitable way.

The General Plan Update will be conducted concurrently with the Land Development Code (LDC) Update project, Phase 1 of which is already underway. The LDC Update is a multi-phase project led by the Land Use and Planning Department in collaboration with Clarion Associates, a consulting firm that specializes in ordinance development and plan implementation, to restructure and update the City's Land Development Code.

Phase 1 of the project is focused on identifying issues with the code and recommending non-substantive amendments to the code's organization and text that will make the code easier to understand and administer. Phase 2 of the project is focused on more substantive changes including LDC's procedures, regulations, and zoning districts. Finally, Phase 3 of the project focuses on adding additional substantive revisions to implement the land use and growth goals and policies of the updated Santa Fe General Plan identified by General Plan Update project. The General Plan Update consultant is expected to collaborate with the Land Development Code update project team across all three phases, but particularly in Phase 3, where the code will be amended to reflect the goals and policies identified in the General Plan update project. The full Land Development Code project scope is provided in the Procurement Library (Section I.G.).

In addition to the LDC update, the following planning activities are ongoing and will need to be included in the Plan update:

1. Culture, History, Art, Reconciliation and Truth (CHART): an extensive public engagement effort initiated in response to the period of civil unrest in 2020.
2. Santa Fe Water 2100: a 100-year water resource plan currently being drafted by the City's Water Division.
3. Midtown District Redevelopment: A major City-led redevelopment project of the former College of Santa Fe campus. A master plan has been completed and RFP's have been issued for development proposals.
4. Complete Streets Engineering Handbook: An effort led by the Public Works Department to update the City's Street design and engineering standards and move them from the Land Development Code to an Engineering Handbook managed by Public Works.
5. Bicycle and Multimodal Master Plans Update: An effort led by the Santa Fe Metropolitan Planning Organization to update the existing Bicycle and Multimodal Master Plans.

The General Plan Update consultant is expected to collaborate with the project teams and incorporate the findings from these ongoing planning efforts into the goals and objectives identified as part of the update project.

C. SCOPE OF PROCUREMENT

This RFP is to solicit the procurement of a qualified Land Use and Planning Consultant to facilitate a comprehensive review and revision of the City of Santa Fe's (City) General Plan. The Consultant Services may include, but are not limited to, administrative coordination and support, public engagement, land use planning analysis and recommendations delivered in a variety of formats including reports, maps, digital and paper publications. The Consultant Team may include subcontractors, community organizations and other relevant members needed to perform the required tasks.

Tasks and Phases are meant to provide guidance on structure and schedule of deliverables but may change due to circumstances including but not limited to Land Development Code Rewrite progression, Consultant recommendations or other circumstances.

The Tasks and Phases listed in Section IV. Scope of Work are intended to include the entire General Plan Update project, however only Phase 1 is currently funded. The subsequent Phases 2 and 3 will be undertaken as funding becomes available in subsequent fiscal years.

PROJECT TERM

The project procurement will be for four (4) 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 Planning and Land Use Department has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and email address are listed below:

Name: Heather Lamboy, Assistant Director of Planning and Land Use, Procurement Manager
Telephone: (505) 955-6598

1. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager AND the Central Purchasing Office at the following emails:

   Procurement Manager: hllamboy@santafenm.gov

Central Purchasing Office: purchasing_RFP@santafenm.gov

Offerors may contact **ONLY** the Procurement Manager and the Central Purchasing Office 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.12.** As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, §13-1-172 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.** 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 upload:
https://cityofsantafenm.sharefile.com/r-r6a199d2a98094545a0fc75efdb971f9b

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 personable 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

NMSA 1978, §§57-3-A-1 through 57-3A-7. 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 Submission**" means a successful submittal of Offeror's proposal.

15. "**Electronic Version/Copy**" means a digital form consisting of text, images or both that are readable on computers or other electronic devices. The electronic version/copy can only be uploaded to ShareFile.

16. "**Evaluation Committee**" means a body appointed to perform the evaluation of Offerors' proposals.

17. "**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.

18. "**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.

19. "**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.

20. "**General Plan**" means the adopted policy guide and program development for the City of Santa Fe, synonymous with a City "Comprehensive Plan" or "Master Plan."

21. "**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.

22. "**IT**" means Information Technology.

23. "**Living Wage**" means the City's minimum hourly wage necessary for a person to achieve a higher standard of living.

24. "**Land Development Code**" means the Santa Fe Code of Ordinances chapters that regulates all development activity within the City limits. Also known as "Chapter 14".

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. "**Offeror**" is any person, corporation, or partnership who chooses to submit a proposal.

28. "**Procurement Manager**" means any person or designee authorized by the Requesting Department to facilitate the procurement and or administer the contract(s).

29. "**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.

30. "**Redacted**" means a version/copy of the Offeror's proposal with the information considered proprietary or confidential (as defined by NMSA 1978, §§ 57-3A-1 to 57-3A-7 and summarized herein and outlined in Section II.C.8 of this RFP) blacked-out BUT NOT omitted or removed.

31. "**Request for Proposals (RFP)**" means all documents, including those attached or incorporated by reference, used for soliciting proposals.

32. "**Requesting Department**" means the City Department responsible for overseeing the work or delivery of tangible personal property by a contractor.

33. "**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.

34. "**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.

35. "**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.

36. "**Staff**" means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors' company.

37. "**State (the State)**" means the State of New Mexico.

38. "**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,")

39. "**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.

40. "**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

Other relevant links:

Resolution Adopting Next Steps to Revise the City of Santa Fe's General Plan

City of Santa Fe General Plan (1999)

City of Santa Fe Long-Range Planning webpage

City of Santa Fe Land Development Code

City of Santa Fe Land Development Code Update Project Website

City of Santa FE Land Development Code Update Contract and Scope

City of Santa Fe Complete Streets Resolution

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	October 18, 2023
2. Acknowledgement of Receipt Form	Potential Offerors	November 1, 2023
3. Pre-Proposal Conference	Requesting Department	November 1, 2023
4. Deadline to submit Written Questions	Potential Offerors	November 3, 2023
5. Response to Written Questions	Procurement Manager	November 10, 2023
6. Submission of Proposal	***Potential Offerors***	***November 28, 2023***
7.* Proposal Evaluation	Evaluation Committee	November 29, 2023
8.* Selection of Finalists	Evaluation Committee	December 12, 2023
10 * Oral Presentation(s)	Finalist Offerors	January 8, 2024
11.* Finalize Contractual Agreements	Requesting Department/Finalist Offerors	January 16, 2024
12.* Contract Awards	Requesting Department/ Finalist Offerors	February 29, 2024
13.* 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 Planning and Land Use Department on the date indicated in Section II.A, Sequence of Events.

2. **Acknowledgement of Receipt Form**

Potential Offerors may email the Acknowledgement of Receipt Form (APPENDIX A), to the Central Purchasing Office at Purchasing_RFP@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 1:30 P.M. MST/MDT via Microsoft Teams.

Microsoft Teams meeting

Join on your computer, mobile app or room device

Click here to join the meeting

Meeting ID: 241 333 958 126

Passcode: coJLAE

Download Teams | Join on the web

Learn More | Meeting options

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.

Attendance at the pre-proposal conference is highly recommended, but not 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 3:00 pm 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 email, 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 https://cityofsantafenm.sharefile.com/r-r6a199d2a98094545a0fc75efdb971f9b 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 the link in Section III.B.1. 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 NMSA 1978, § 13-1-116, 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 comprised of the three (3) Offerors receiving the highest cumulative scores in the following Sections: Section IV.B.1 Organizational Experience, Section IV.B. 2 Mandatory Specifications and Section IV.B.3.

9. Oral Presentations

Finalist Offerors, as selected per Section II.B.9 above, may be required to conduct an oral presentation at a venue to be determined as per schedule Section II.A., Sequence of Events, or as soon as possible thereafter. If oral presentations are held, Finalist Offerors may make their presentations through electronic means (GoToMeeting, Zoom, etc.) or in person. The Department will provide Finalist Offerors with applicable details. Whether or not Oral Presentations will be held is at the discretion of the Evaluation Committee and Central Purchasing Office.

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 NMSA 1978, § 13-1-172 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172 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 proposals' 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:

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
tkduttonleyda@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 D.

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 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, 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 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 G. 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 G) 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 NMSA 1978, §§ 13-1-83 and 13-1-85.

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, NMSA 1978, §§ 13-1-28 through 13-1-199, 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 (email). Offeror must have a valid email 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 of 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 D), which should 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 Email 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 all amendments to the RFP.

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 the City of Santa Fe Procurement 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.

A. **Local Preference Qualification**

To qualify for a local preference, an Offeror 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. When the City makes a purchase using a formal request for proposals process, not including contracts awarded on a point-based system, the City shall award an additional 6% 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 proposals' process and the contract is awarded based on a point-based system, the City shall award additional point's equivalent to 6% 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%.

B. **Solicitations above One Million Dollars ($1,000,000)**

1. The City shall deem a bid or proposal submitted by a resident business to be 6% lower than the bid submitted, if and only if at least 50% of the subcontracted services go to subcontractors who are resident businesses.
2. The City shall deem the bid or proposal submitted by a non-local resident business to be 3% lower than the bid submitted, if and only at least 50% of the sub- contracted services go to subcontractors who are resident businesses.

32. Living Wage

Compliance with the City of Santa Fe and Santa Fe County's Minimum Wage Rate Ordinances (Living Wage Ordinances). The vendor must comply with the current living wage rate and requirements posted on this page https://santafenm.gov/economic-development/business-resources/living-wage-information

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one 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 submission link ONLY. The Offeror need only submit one single electronic copy of each portion of its proposal (Technical and Cost) as outlined below.

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**. The Technical Proposals **SHALL NOT** contain any cost information. **Name the file as such, RFP Number – Company Name – Technical (e.g., 24/20/P - Acme Corp – Technical)**

i. **Confidential Information**: If Offeror's proposal contains confidential information, as defined in Section I.F.6 and detailed in Section II.C.8, Offeror **must** submit **two (2) separate ELECTRONIC technical files. Name the files accordingly:**

- One (1) ELECTRONIC version of the requisite proposals identified above as **unredacted** (def. Section I.F.39) versions for evaluation purposes (example file name, 24/20/P - Acme Corp – Unredacted Technical); and
- One (1) **redacted** (def. Section I.F.30) 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. (Example file name, 24/20/P - Acme Corp – Redacted Technical)

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**. Name the file as such, RFP Number – Company Name – Cost (e.g., 24/20/P - Acme Corp – Cost)

The ELECTRONIC proposal submission must be fully submitted to: https://cityofsantafenm.sharefile.com/r-r6a199d2a98094545a0fc75efdb971f9b **by the submission deadline in Section II.B.6. Submissions cannot be password protected and must be a PDF format.** ***The Offeror must ensure to allow adequate time for large PDF files (uploads/attachments) in order to fully complete the proposal response by the deadline, date and time. An electronic submission that is not both: (1) fully complete; and (2) received, via the submission link by the deadline, will be deemed late. Further, a submission that is not fully received by the deadline because the response was captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late.***

LATE PROPOSALS WILL NOT BE ACCEPTED

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. Proposal Summary (Optional)
   E. Response to Contract Terms and Conditions (from Section II.C.15)
   F. Offeror's Additional Terms and Conditions (from Section II.C.16)
   G. Response to Specifications **(except Cost information which shall be included ONLY in Cost Proposal/Binder 2)**
      1. Organizational Experience
      2. Oral Presentation (if applicable)
      3. Mandatory Specification
      4. Desirable Specification

5. Local Preferences (if applicable)

H. Other Supporting Material (if applicable)

Cost Proposal:

1. Completed Cost Response Form (APPENDIX C)

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. **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. GOALS

The revised General Plan is intended to capture the desired vision and choices related to Santa Fe's future with a 20-year plan that will identify opportunities for beneficial use of the community's resources and guide the advancement of the community. This vision will be accomplished through the implementation of dynamic growth guidance strategies and actionable implementation steps in the interest of ensuring a vibrant sense of place and belonging. These strategies and implementation steps will reflect and promote overarching community values, trends and themes, and correlate concepts such as sustainability, preservation of and access to resources, community and cultural engagement, connectivity, affordability, economic opportunity and prosperity, equity, inclusion, and regional partnerships.

The General Plan will identify desired and attainable goals, each with a set of quantifiable objectives which are correlated with the implementation plan.

To achieve this vision, the City aspires to the following goals:

1) Enhance the City's quality of life by ensuring that development is sustainable, and that social equity, physical growth, redevelopment, and natural resource conservation and protection are balanced, guided and dynamic.
2) Foster the Santa Fe tradition which enriches everyday life by designing urban spaces conducive to exceptional community character, public safety, and establishing an ecological conservation basis for urban design, while continuing to honor beneficial existing growth patterns.
3) Promote a compact urban form that enables the development of affordable housing, provides a mix of housing types and land uses in all areas of the city.
4) Promotes the stabilization of neighborhoods by implementing policies and programs that prevent residential and small business displacement.
5) Develop a sector planning process that promotes community cohesion, shared ownership and sense of place.
6) Reduce automobile dependence by becoming a city where essential goods, services, employment and amenities are available to residents within their neighborhood. Improve transportation network connectivity and provide equitable access to affordable and multimodal transportation that connects underserved communities to services and employment.
7) Diversify the economy while enhancing the city's unique character and sense of place.
8) Develop a regional growth management policy framework in collaboration with regional partners.
9) Promote engagement with regional partners to ensure coordinated growth and development, and annexation and expansion at the City's periphery.
10) Develop a comprehensive and enforceable review process that balances the goals of the General Plan when determining planning and development decisions.
11) Develop an implementation plan that creates a consistency of purpose across City departments.
12) Promote reconciliation of detrimental inconsistencies, disparities and inequities within the city and among its residents.

B. OBJECTIVES

In order to accomplish these goals, the City intends to engage in the General Plan Update, including an extensive community outreach program, that will identify quantifiable and achievable objectives that help answer the following questions:

1) "What's missing and where?" - Identify perceived challenges and shared objectives.
2) "Who is it for and how will it help them?" – Identify connections and sources of mutual benefit to the community that promote cohesion and take advantage of opportunities to enhance shared sense of place.
3) "What are we trying to deliver and how will it be provided?" - Identify the balance of measures for implementation that best promote, benefit and incentivize livability, equity, health and wellness across the spectrum of the demographic and economic landscape.

C. ASSUMPTIONS

City Staff and Consultant Support:

City staff from the Land Use and Planning Department will actively manage and participate in the revision. The staff will provide all existing data, plans and reports, Geographic Information System (GIS) mapping, and will assist in the reproduction and distribution of materials including mailings, meeting set-up, and other logistical and administrative functions.

City staff will coordinate meeting logistics with any working group, stakeholder group, or committee that may be agreed upon during Task 1. Consultant and City staff will conduct bi-weekly (or as needed) project management meetings (via video conference call) to address project management issues. During especially intense periods, these meetings may take place weekly. Consultant will produce monthly written (PDF format) status reports including a summary of all project activity and corelated invoicing prior to monthly meetings that will be attached to meeting agendas and monthly invoices.

Statutory Requirements:

The General Plan Update will exceed the minimum State of New Mexico Statute requirements outlined in Chapter 3 – Municipalities, Article 19- Planning and Platting and Section 3-19-11 – Legal status of master plan and 3-19-1 – Creation of a Planning Commission and all related "Annotations."

Scope of Service Tasks:

It is the intent of the Scope of Service Tasks (as described in Section D, "Detailed Scope of Work") to provide an essential framework of desired deliverables from the project. The General Plan Update consultant is expected to collaborate with the Land Development Code update project team across all three phases, but particularly in Phase 3, where the code will be amended to reflect the goals and policies identified in the General Plan update project. The full Land Development Code project scope is listed in Section I. G. Procurement Library.

D. DETAILED SCOPE OF WORK

PHASE 1
Approximately 12 months

Task 1. Administrative Coordination:
The City is seeking the best approach, process and best practices to develop the update, communication protocol, and an internal meeting schedule in coordination with City staff as outlined below.

1) Project Team Kick-Off and Pre-planning Coordination, including:
   a) Define and come to agreement on the General Plan Update development approach, process outline and best practices.
   b) Establish methods of communication and content sharing.
   c) Develop agreed upon plan development groups, engagement partners and strategies, committees, stakeholders that will be part of the development of the plan.
   d) Conduct in-person introductions and tours as needed. Work with City staff and leadership to evaluate current long-range planning practices and develop strategies to optimize internal workflows and planning activity outcomes.

Task 2. Existing Conditions and Trends
The City is looking for a baseline of information on existing conditions, including identification of key issues, problems and long-range goals. The City staff will provide all necessary existing materials, data and documentation. The consultant's responsibility will be to analyze this data and document the findings, and to conduct research, outreach, etc. and production of deliverables listed below. All maps will be done within the ArcGIS Software family and will be made compatible with existing City mapping systems.

The analysis should include but is not limited to mapping, surveys, studies, assessments and analysis of the following:

1) **Base Mapping**
2) **Regional Trends**
   a) Population and Growth Trends
   b) Demographic trends
3) **Land Capability Analysis**
4) **Existing Land Use and Development:**
   a) Identify developable land, including infill and redevelopment
5) **Neighborhoods:** Develop an official "Neighborhood and Districts" map for the City.
   a) **Downtown:** Conduct a more granular survey and analysis of downtown Santa Fe.
6) **Fiscal Sustainability:**
   a) Include a "value per acre" analysis or similar analysis.
7) **Urban Design**
8) **Transportation**
9) **Public and Private Utilities**
10) **Historical and Cultural Facilities**

11) **Public Safety**
12) **Schools**
13) **Parks and Recreation**
14) **Housing**
15) **Economic Development Assessment**
16) **Environmental Stewardship\Natural Resources**
17) **Institutional Structures:**
    a) Ongoing planning efforts and their sponsor departments/jurisdictions.

Assessment Report: The findings resulting from analysis of the above items will be summarized in a written (PDF format) Assessment Report. The findings will identify relevant planning issues, a summary of the findings, and policy implications for the General Plan. The report will be reviewed by the appropriate groups/committees as well as the public. It will be published on the project website where the public will be able to make comments and recommendations based on the report's findings.

Task 3. Digital User Platform (development and refinement to continue through all phases)
The City seeks a web-based dynamic interface tool that will enable staff, elected officials, the public, developers and stakeholders to access a user-friendly on-line version of the General Plan. The platform will become the Planning and Development Hub for the City after the General Plan is adopted, and therefore must be accessible and updatable by City staff.

1) The platform must include all maps, data and studies. The maps, data and studies should take advantage of ESRI Storymaps or similar technology to be interactive and easily understood.
2) The platform will integrate other adopted City plans, including the plan texts and map components such as the Residential Pipeline Map, Bicycle Master Plan, the Pedestrian Master Plan, the Water Plan, etc. The General Plan components should be included as map layers so they can be overlaid with components from other plans.
3) The platform will include an engagement section that becomes the main hub for digital engagement for the Planning and Land Use Department.
4) The platform will be built in such a way that other planning projects such as the Land Development Code website and permit searches can easily be integrated.
5) The platform will include a backend, dashboard-style user interface that enables City staff to run reports and manage the General Plan project.
6) The platform will be built with translation and accessibility options that meet City engagement standards.

PHASE 2
Approximately 6 months (in tandem with LDC update Phase 2)

Task 4. Public Engagement Plan
The coordination and execution of community outreach and engagement cannot be understated as a crucial component to the success of this project. Based on Public Engagement Plans submitted by the Consultant, a special coordination meeting shall occur to be determined in Task 1 for the purpose of refining the General Plan so that each stakeholder consents to it and has a role in its success.

1) The Public Engagement Plan should include the following elements:

a) Inclusive meeting provisions, such as
   i) Food and refreshments
   ii) Childcare
   iii) Interpretation services
   iv) Youth-oriented activities and meetings
   v) Larger events may have live entertainment to attract a wider audience
   vi) Collaboration with community partners such as churches, schools and organizations
b) Plan to coordinate with City staff, leadership, local organizations, and project Consultants to recruit equity representatives to drive engagement in their community, attend public meetings, and participate in working groups/committees.
   i) Representatives should be from an underrepresented community, such as Spanish speaking, indigenous, youth, low-income, etc.
   ii) The plan should recommend payment structure for equity representatives.
c) Review and consider Culture, History, Art, Reconciliation and Truth (CHART) outcomes
d) Review and consider Midtown outreach outcomes.

2) The consultant should provide local engagement and Public Relations (PR) support. subcontracted by the offerors.
   a) The PR team will work directly with City of Santa Fe Communications and Public Engagement teams to develop outreach materials that meet City standards.
   b) The Public Engagement Plan will be developed using the forthcoming City of Santa Fe Community Engagement Guide to craft all engagement materials. The City Clerk's office is expected to adopt the Engagement Guide in the coming months and will be shared with the project team at that time.
   c) The PR team will provide all project engagement materials in both English and Spanish and meet City accessibility standards for online and in-person engagement.
   d) The PR team will partner with local community-based organizations to conduct targeted engagement activities.

Task 5. Assessment Report

- Create a report on the engagement findings and identify the City's short-term and long-term needs and desires.
- The report should include a summary of findings from Task 2, Existing Conditions and Trends, a summary of findings from Task 4, Public Engagement, and a narrative description of the steps that should be taken to address those findings.

PHASE 3

Approximately 24 months (in tandem with LDC update phase 3)

Task 6. Growth Scenario Planning

Utilizing previous tasks' analysis and engagement, the Consultant will develop several future growth scenarios for future land use and development patterns. The Consultant will use dynamic visualization and analysis techniques to communicate the outcomes of each scenario to the City and the public. These scenarios will be used throughout the planning draft process to demonstrate the outcomes of proposed planning policies.

Task 7. General Plan Draft

The consultant will prepare the first draft of the General Plan. The draft shall include analysis and recommendations for each of the topics listed below. Other than certain required sections, the General Plan may be organized in a manner that best suites the project's overall goals, the vision of the project team and the consultant's workflow as approved by City Staff.

1) Executive Summary (required)
2) Introduction, Vision & Themes
3) Existing Conditions and Trends
   a) See "Task 2" above.
4) Assessment Report (required)
   a) Report engagement findings and identify of the City's short-term and long-term needs and desires.
5) Land Use and Growth Scenarios (see "Task 6" above)
   a) Develop the Future Land Use Map based on collaboration with Land Development Code Rewrite team and goals and objectives determined in this General Plan. Integrate Future Land Use Map into Digital User Platform to demonstrate the connection to other elements of the General Plan.
6) Regional Planning
   a) Priorities, major projects and organizational structures.
7) City Character
   a) Provide updated analysis of existing City Character, emphasizing areas of the City outside of historic overlays (Historic-area character is already well established and documented, only needs to be updated with current conditions.)
   b) Identify desired urban form for all areas of the City, coinciding with existing neighborhood boundaries, opportunity zones, redevelopment areas, master planned areas, and other contextual information.
8) Sector and Special Area Planning
   a) Identify areas for future Sector and Special Area scale planning.
   b) Develop strategies for Special Areas places for locals in addition to tourists.
   c) Assess Special Areas at granular level including economic activity, mobility, urban design and housing.
   d) Propose "catalyzing" City-led redevelopment projects of city owned property and Right of Way (R.O.W.) to be incorporated into sector plans.
9) Mobility and Accessibility
   a) Integrate goals existing plans including Multimodal Transition Plan, Bicycle/Ped/Transit Plans, Sustainability Plan
   b) Using recommendations from existing plans, identify quantifiable targets for transportation mode-shift.
      i) Identify quantifiable targets for infrastructure improvements to achieve mode-shift.
   c) Develop a "Connectivity and Street Network" map that requires future development to adhere to a street network that creates permeable, publicly accessible new development and improves connectivity in existing neighborhoods.
10) Infrastructure and Facilities

a) Integrate various infrastructure and facility plans to ensure various Capital projects are optimized and not redundant.
b) Identify infrastructure needs and desires such as improved internet, areas to extend utilities, etc.
c) Using ongoing facilities evaluation, identify top priorities for new facilities and facility improvements.
d) Evaluate Green Infrastructure and recommend improvements.

11) Climate and Natural Resources
a) Integrate relevant plans (such as water and sustainability plans) and correlate with goals and objectives of the General Plan.

12) Affordability and Human Services
a) Integrate various Human Service plans such as Senior Services, Youth and Family Services, Recreation Plans
b) Make recommendations for additional affordable housing tools
c) Make "Affordable Living" recommendations that address other aspects of affordability beyond housing.

13) Development Review Guidelines
a) Develop review processes to assess private and public development for compliance with the General Plan.

14) Glossary
15) Appendices

Task 8. Implementation and Administration Plan

Develop an Implementation Plan with the following components:

a) Provide detailed Implementation Plan that ties each recommendation to achievable goals and objectives.
    i) Each goal/objective should include proposed cost, departmental responsibility, and timeline.

Administration Plan should include procedures for the following:

i) Annual progress and action reports
ii) C.I.P. Plan update process
iii) 5-year reviews
iv) 20-year update timeline from planned adoption year
v) Identify 40-80+ year elements

Task 9. Plan Adoption and Publication

The consultants will work in tandem with City staff and City leadership throughout the duration of the General Plan adoption process. The General Plan adoption related responsibilities include but are not limited to:

i) Attend and present to commissions, board and the governing body.
ii) Respond to questions from the public, City staff and leadership regarding all aspects of the General Plan
iii) Make any amendments necessary that are identified during the adoption process.
iv) Assist with the transition to the new General Plan as necessary.

After adoption, the consultants will be responsible for the publication of General Plan, including:

i) Providing hard copies to the City and stakeholders if desired
ii) Publishing the final adopted General Plan to the project website.
iii) Finalizing any other aspects of the project.

B. TECHNICAL SPECIFICATIONS

1. Organizational Experience

Offeror **must**:

a) provide a detailed description of at least three (3) relevant projects with city, county or state governments or the 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 comprehensive and community planning consultation. All comprehensive, land use and community planning consultation provided to private sector will also be considered.

b) provide a brief resume for all key personnel Offeror proposes to use in performance of the resulting contract, should Offeror be awarded. Key personnel is identified as the Project Principal (or equivalent), project planners, graphic, technology and administrative support staff. Offeror must include key personnel education, work experience and relevant certifications/licenses.

2. Mandatory Specification

The Offeror's proposal must:

a. Demonstrate a proven track record of General Plan rewrites (or Comprehensive Plan, Master Plan, etc. of a similar scope to this project) for municipalities of comparable size to Santa Fe. Offeror should give a detailed explanation of the municipalities they have provided service for and the size of the municipality.

b. Describe their knowledge and philosophies related to comprehensive planning in a contemporary municipal setting and how that knowledge and philosophy is aligned with City of Santa Fe goals, objectives, assumptions and scope of work as stated in this RFP.

c. Explain how they have demonstrated the ability to successfully collaborate with City staff, leadership, the public and other consulting firms working on concurrent projects relevant to a General Plan Rewrite Project.

d. Provide a detailed description of how the offeror will complete the phases and tasks listed in Section IV.D. taking into account the City's Goals, Objectives and Assumptions. In particular, the description must include:
    i. Detailed description of Digital User Platform including platform, integration with City ITT, and scope.

ii. Detailed description of scenario planning tools including platform, methods, integration in the Digital User Platform, and relation to the General Plan Draft as identified in Task 7.
iii. Proposed outline of the General Plan Draft demonstrating inclusion of all topics identified in Task 7.

e. The description for Phase 3 must detail how the Offeror will be integrating the concurrent Land Development Code Rewrite project.

3. Desirable Specification

a. Offeror should demonstrate a proven track record of General Plan rewrites (or Comprehensive Plan, Master Plan, etc. of a similar scope to this project) for municipalities of comparable size to Santa Fe. Offeror should give a detailed explanation of the municipalities they have provided service for and the size of the municipality.

b. Offeror should describe their knowledge and philosophies related to comprehensive planning in a contemporary municipal setting and how that knowledge and philosophy is aligned with City of Santa Fe goals and the General Plan as stated in this RFP.

c. Offeror should explain how they have demonstrated the ability to successfully collaborate with City staff, leadership, the public and other consulting firms working on concurrent projects relevant to the General Plan Rewrite Project.

d. Offeror should explain their specific understanding of the City of Santa Fe's unique history, geographic context and social climate. The offeror should include any experience working with Spanish speaking and minority communities.

e. Offeror is encouraged to include alternatives based on the Offeror's expertise, past successes and proven outcomes that support the City's vision, goals and objectives.

C. BUSINESS SPECIFICATIONS

1. Letter of Transmittal Form

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX D. The form must be signed by the person authorized to obligate the company.

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. Oral Presentation

If selected as a finalist, Offerors agree to provide the Evaluation Committee the opportunity to interview proposed staff members identified by the Evaluation Committee, at the option of the Department. The Evaluation Committee may request a finalist to provide an oral presentation of the proposal as an opportunity for the Evaluation Committee to ask questions and seek clarifications.

4. Cost

Offerors must complete the Cost Response Form in APPENDIX C. Cost will be measured by the total cost of all three phases as shown on the Cost Response Form.

5. Local Preference

To ensure adequate consideration and application of NMSA 1978, § 13-1-21, 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. Mandatory Specification	250
B. 3. Desirable Specification	200
C. Business Specifications	
C.1. Letter Of Transmittal	Pass/Fail
C.2. Campaign Contribution Disclosure Form	Pass/Fail
C.3. Oral Presentations	200
C.4. Cost	150
TOTAL POINTS AVAILABLE	**1000**
C.5. City of Santa Fe Local Preference per Section IV C. 2	**60**
C.5. City of Santa Fe Local Preference using Local Subcontractors Section IV C.2	**30**

Table 1: Evaluation Point Summary

B. EVALUATION FACTORS

1. B.1 Organizational Experience (See Table 1)

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.

2. B.2 Mandatory Specifications

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 response to each mandatory specification and how well it was explained.

3. B.3 Desirable Specifications

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the extent of Offeror's knowledge of Santa Fe and working with spanish speaking and minority communities.

4. **C.1 Letter of Transmittal (See Table 1)**
   Pass/Fail only. No points assigned.

5. **C.2 Campaign Contribution Disclosure Form (See Table 1)**
   Pass/Fail only. No points assigned.

6. **C.3 Oral Presentation (See Table 1)**

Points will be awarded based on the quality, organization and effectiveness of communication of the information presented, as well as the professionalism of the presenters and technical knowledge of the proposed staff. Prior to Oral Presentation, the Department will provide the Offeror a presentation agenda. (If no Oral Presentations are held, all Offerors will receive the maximum total points available for this Evaluation Factor).

7. **C.4 Cost (See Table 1)**

The evaluation of each Offeror's cost proposal will be conducted using the following formula: The formula below will use the total cost of all three phases as shown in the Cost Response Form in this RFP.

$$\frac{\text{Lowest Responsive Offeror's Cost}}{\text{Each Offeror's Cost}} \times \text{Available Award Points}$$

8. **C.5. Local Preferences**

Percentages will be determined based upon the point-based system outlined below.

To qualify for a local preference, an offeror 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. When the City makes a purchase using a formal request for proposals process, not including contracts awarded on a point-based system, the City shall award additional 6% 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 proposals' process and

the contract is awarded based on a point-based system, the City shall award additional point's equivalent to 6% 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%.

A. Solicitations above One Million Dollars ($1,000,000)

1. The City shall deem a bid or proposal submitted by a resident business to be 6% lower than the bid submitted, if and only if at least 50% of the subcontracted services go to subcontractors who are resident businesses.
2. The City shall deem the bid or proposal submitted by a non-local resident business to be 3% lower than the bid 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 NMSA 1978, 13-1-117, 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 (as specified in Section II.B.11). 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

REQUEST FOR PROPOSALS
General Plan Update
24/20/P
ACKNOWLEDGEMENT OF RECEIPT FORM

This Acknowledgement of Receipt Form should be signed and submitted no later than 3.00pm MDT on November 1, 2023. 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 Proposals, the undersigned agrees that he or she has received a complete copy of the RFP, beginning with the title page, and ending with APPENDIX G.

The name and address below will be used for all correspondence related to the Request for Proposals.

ORGANIZATION: _____

CONTACT NAME: _____

TITLE: _____ PHONE NO.: _____

EMAIL: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

Submit Acknowledgement of Receipt Form to:
To: Central Purchasing
Email: Purchasing_RFP@santafenm.gov
Subject Line: General Plan (Comprehensive/Master plan) Update RFP # **24/20/P**

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, §§ 13-1-28, and 13-1-191.1, 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 NMSA 1978, § 13-1-181 or a contract that is executed may be ratified or terminated pursuant to NMSA 1978, § 13-1-182 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 [NMSA 1978, §§ 13-1-28 through 13-1-199] 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 Lee Garcia
Councilor Christopher Rivera
Councilor Amanda Chavez
Councilor Jaime Cassutt

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

COST RESPONSE FORM

APPENDIX C
COST RESPONSE FORM

Description	Estimated Hours	Cost
Task 1: Administrative Coordination		
Task 2: Existing Conditions and Trends		
Task 3: Digital User Platform		
Phase 1: Total Cost		
Task 4: Public Engagement		
Task 5: Assessment Report:		
Phase 2: Total Cost		
Task 6: Scenario Planning		
Task 7: General Plan Draft		
Task 8: Implementation Plan		
Task 9: General Plan Adoption		
Phase 3: Total Cost		
ALL PHASES TOTAL COST		
Additional Tasks (list any additional tasks)		

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).

APPENDIX D

LETTER OF TRANSMITTAL FORM

APPENDIX D
Letter of Transmittal Form

ITEMS #1 to #4 EACH MUST BE COMPLETED IN FULL (pursuant to Section II.C.29). DO NOT LEAVE ANY ITEM BLANK! (N/A, None, Does not apply, etc. are acceptable responses.)

RFP#: 24/20/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			
Email			
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 E

NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

Complete, Sign and Return with your proposal.

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 F

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 Principal Planning Consultant 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 Planning Consultant and known key personnel needs to describe the conflict.

The Planning Consultant agrees that, if after award, an organizational conflict of interest is discovered, the Planning Consultant makes an immediate and full written disclosure to the City that includes a description of the action that the Planning Consultant 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 Planning Consultant 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 General Plan Update. For the duration of this firm's involvement in the General Plan Update 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 General Plan Update contract.

I certify that this firm will keep all General Plan Update 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 General Plan Update contract. I understand that if this firm leaves this General Plan Update contract before it ends, this firm must keep all contract information confidential. I agree to follow any instructions provided by the City relating to the confidentiality of the General Plan Update 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 General Plan Update 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:

_____

Email 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 G

DRAFT CONTRACT

The Agreement included in this Appendix G represents the contract the City intends to use to make an award. The City of Santa Fe reserves the right to modify the Agreement prior to, or during, the award process, as necessary.

Item#_____
Munis Contract# _____
RFP # 24/20/P

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT
General Plan Update

THIS Contract is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **NAME OF CONTRACTOR**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Contract is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, § 13-1-95.2.E; and NMSA 1978, § 13-1-111.

WHEREAS, the Contractor is one of such requisite and qualifications and is willing to engage with the City for professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Contract; and

WHEREAS, the Contractor does hereby accept its designation as [professional service], rendering services related to [insert services] for the City, as set forth in this Contract; and

WHEREAS, it is agreed by the parties that the performance of the professional services is for a period of [insert term], as directed by the City.

NOW, THEREFORE, the parties hereby agree as follows:

1. Scope of Work.
The Contractor shall provide the following services-for the City:

The General Plan Update is intended to capture the desired vision and choices related to Santa Fe's future that will identify opportunities for beneficial use of the community's resources and guide the advancement of the community. This will be accomplished through the implementation of dynamic growth guidance strategies and actionable implementation steps in the interest of ensuring a vibrant sense of place and belonging. These will reflect and promote overarching community values, trends and themes, and correlate concepts such as sustainability, preservation of and access to resources, community and cultural engagement, connectivity, affordability, economic opportunity and prosperity, equity, inclusion, and regional partnerships.

See Exhibit A for the full Scope of Work.

2. Standard of Performance; Licenses.

A. The Contractor represents that Contractor possesses the personnel, experience and knowledge necessary to perform the services described under this Contract.

B. The Contractor agrees to obtain and maintain throughout the term of this Contract, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate of _____ dollars ($_____) per hour (OR BASED UPON DELIVERABLES, MILESTONES, BUDGET, ETC.), such compensation not to exceed (AMOUNT), excluding/including gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Contract totaling (AMOUNT) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Contract, including gross receipts tax and expenses, shall not exceed (AMOUNT). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Contract shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Contract reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Contract being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty 30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate on **DATE** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). This Contract will not exceed a total of four (4) years in accordance with NMSA 1978, §§ 13-1-150 through 152.

4. Termination.

A. Termination. This Contract may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Contract, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Contract. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Contract may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Contract, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS CONTRACT.*

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Contract the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Contract without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Contract; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Contract. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Contract If sufficient appropriations and authorization are not made by the City Council, this Contract shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Contract. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Contract or assign any claims for money due or to become due under this Contract without the prior written approval of the City.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Contract without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Contract, nor shall any subcontract obligate direct payment from the City.

9. Release.

Final payment of the amounts due under this Contract shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Contract.

10. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Contract shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Contract shall become the property of the City and shall be delivered to the City no later than the termination date of this Contract. Nothing developed or produced, in whole or in part, by the Contractor under this Contract shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract will continue to comply with, and that this Contract complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

13. 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 Article 4 herein, or to agree to the reduced funding.

14. Entire Contract.

This Contract, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire Contract of the Parties with respect to the subject matter of this Contract, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Contract, and the related Exhibits and Schedules, the statements in the body of this Contract shall control.

15. Penalties for violation of law.

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 illegal bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from

employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, sec. 38-3-2 . By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Contract may be terminated by the City.

19. Professional Liability Insurance.

Contractor shall maintain professional liability insurance throughout the term of this Contract providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Contract.

20. Other Insurance

If the services contemplated under this Contract will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Contract, the following insurance coverage(s), naming the City as additional insured.

A. Commercial General Liability insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. Broader Coverage and Limits. The insurance requirements under this Contract 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 Contract are sufficient to cover the obligations of Contractor hereunder.

C. Contractor shall maintain the above insurance for the term of this Contract and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

21. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Contract's term and effect and retain them for a period of three (3) years from the date of final payment under this Contract. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments

22. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Contract, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Contract. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Contract is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

23. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act.

24. Invalid Term or Condition.

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected and shall be valid and enforceable.

25. Enforcement of Contract.

A party's failure to require strict performance of any provision of this Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Contract shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

26. Notices.

Any notice required to be given to either party by this Contract shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City: [insert name, address and email].

To the Contractor: [insert name, address and email].

27. Authority.

If Contractor is other than a natural person, the individual(s) signing this Contract on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

28. Merger.

This Contract incorporates all the Contracts, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Contracts and understandings have been merged into this written Contact. No prior Contract or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

29. Non-Collusion.

In signing this Contract, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City's Chief Procurement Officer.

30. Default/Breach.

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the City may also seek all other remedies under the terms of this Contract and under law or equity.

31. Equitable Remedies.

The Contractor acknowledges that its failure to comply with any provision of this Contract will cause the City irrevocable harm and that a remedy at law for such a failure would be an

inadequate remedy for the City, and the Contractor consents to the City 's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The City's rights to obtain equitable relief pursuant to this Contract shall be in addition to, and not in lieu of, any other remedy that the City may have under applicable law, including, but not limited to, monetary damages.

32. 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 subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Contract.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE: _____

CONTRACTOR:

_____
NAME

_____
TITLE

DATE: _____
CRS# _____

Registration # _____

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
EMILY OSTER, FINANCE DIRECTOR

_____
Org. Name/Org#.

Exhibit A
Scope of Work

The Consultant Services may include, but are not limited to, administrative coordination and support, public engagement, land use planning analysis and recommendations delivered in a variety of formats including reports, maps, digital and paper publications. The Consultant Team may include subcontractors, community organizations and other relevant members needed to perform the required tasks.

Tasks and Phases are meant to provide guidance on structure and schedule of deliverables but may change due to circumstances including but not limited to Land Development Code Rewrite progression, Consultant recommendations or other circumstances.

The Tasks and Phases listed below are intended to include the entire General Plan Update project, however only Phase 1 is currently funded. The subsequent Phases 2 and 3 will be undertaken as funding becomes available in subsequent fiscal years.

A. GOALS

The revised General Plan is intended to capture the desired vision and choices related to Santa Fe's future with a 20-year plan that will identify opportunities for beneficial use of the community's resources and guide the advancement of the community. This will be accomplished through the implementation of dynamic growth guidance strategies and actionable implementation steps in the interest of ensuring a vibrant sense of place and belonging. These will reflect and promote overarching community values, trends and themes, and correlate concepts such as sustainability, preservation of and access to resources, community and cultural engagement, connectivity, affordability, economic opportunity and prosperity, equity, inclusion, and regional partnerships.

The General Plan Update will identify desired and attainable goals, each with a set of quantifiable objectives which are correlated with the implementation plan.

To achieve this vision, the City aspires to the following goals:

1) Enhance the City's quality of life by ensuring that development is sustainable, and that social equity, physical growth, redevelopment, and natural resource conservation and protection are balanced, guided and dynamic.
2) Foster the Santa Fe tradition which enriches everyday life by designing urban spaces conducive to exceptional community character, public safety, and establishing an ecological conservation basis for urban design, while continuing to honor beneficial existing growth patterns.
3) Promote a compact urban form that enables the development of affordable housing, provides a mix of housing types and land uses in all areas of the city.
4) Promotes the stabilization of neighborhoods by implementing policies and programs that prevent residential and small business displacement.
5) Develop a sector planning process that promotes community cohesion, shared ownership and sense of place.

6) Reduce automobile dependence by becoming a city where essential goods, services, employment and amenities are available to residents within their neighborhood. Improve transportation network connectivity and provide equitable access to affordable and multimodal transportation that connects underserved communities to services and employment.
7) Diversify the economy while enhancing the city's unique character and sense of place.
8) Develop a regional growth management policy framework in collaboration with regional partners.
9) Promote engagement with regional partners to ensure coordinated growth and development, and annexation and expansion at the City's periphery.
10) Develop a comprehensive and enforceable review process that balances the goals of the General Plan when determining planning and development decisions.
11) Develop an implementation plan that creates a consistency of purpose across City departments.
12) Promote reconciliation of detrimental inconsistencies, disparities and inequities within the city and among its residents.

B. OBJECTIVES

In order to accomplish these goals, the City intends to engage in the General Plan Update, including an extensive community outreach program, that will identify quantifiable and achievable objectives that help answer the following questions:

1) "What's missing and where?" - Identify perceived challenges and shared objectives.
2) "Who is it for and how will it help them?" – Identify connections and sources of mutual benefit to the community that promote cohesion and take advantage of opportunities to enhance shared sense of place.
3) "What are we trying to deliver and how will it be provided?" - Identify the balance of measures for implementation that best promote, benefit and incentivize livability, equity, health and wellness across the spectrum of the demographic and economic landscape.

C. ASSUMPTIONS

City Staff and Consultant Support:
City staff from the Planning and Land Use Department will actively manage and participate in the revision. The staff will provide all existing data, plans and reports, Geographic Information System (GIS) mapping, and will assist in the reproduction and distribution of materials including mailings, meeting set-up, and other logistical and administrative functions.

City staff will coordinate meeting logistics with any working group, stakeholder group, or committee that may be agreed upon during Task 1. Consultant and City staff will conduct bi-weekly (or as needed) project management meetings (via video conference call) to address project management issues. During especially intense periods, these meetings may take place weekly. Consultant will produce monthly written (PDF format) status reports including a summary of all project activity and corelated invoicing prior to monthly meetings that will be attached to meeting agendas and monthly invoices.

Statutory Requirements:
The General Plan Revision will exceed the minimum State of New Mexico Statute requirements outlined in Chapter 3 – Municipalities, Article 19- Planning and Platting and Section 3-19-11 – Legal status of master plan and 3-19-1 – Creation of a Planning Commission and all related "Annotations."

Scope of Service Tasks:
It is the intent of the Scope of Service Tasks to provide an essential framework of desired deliverables from the project. The General Plan Update consultant is expected to collaborate with the Land Development Code update project team across all three phases, but particularly in Phase 3, where the code will be amended to reflect the goals and policies identified in the General Plan update project. The full Land Development Code project scope is listed in Section I. G. Procurement Library.

D. DETAILED SCOPE OF WORK

PHASE 1
Approximately 12 months

Task 1. Administrative Coordination:
The City is seeking the best approach, process and best practices to develop the update, communication protocol, and an internal meeting schedule in coordination with City staff as outlined below.

1) Project Team Kick-Off and Pre-planning Coordination, including:
   a) Define and come to agreement on plan update development approach, process outline and best practices.
   b) Establish methods of communication and content sharing.
   c) Develop agreed upon plan development groups, engagement partners and strategies, committees, stakeholders that will be part of the development of the General Plan.
   d) Conduct in-person introductions and tours as needed. Work with City staff and leadership to evaluate current long-range planning practices and develop strategies to optimize internal workflows and planning activity outcomes.

Task 2. Existing Conditions and Trends
The City is looking for a baseline of information on existing conditions, including identification of key issues, problems and long-range goals. The City staff will provide all necessary existing materials, data and documentation. The consultant's responsibility will be to analyze this data and document the findings, and to conduct research, outreach, etc. and production of deliverables listed below. All maps will be done within the ArcGIS Software family and will be made compatible with existing City mapping systems.

The analysis should include but is not limited to mapping, surveys, studies, assessments and analysis of the following:

1) **Base Mapping**
2) **Regional Trends**
   a) Population and Growth Trends.
   b) Demographic trends.
3) **Land Capability Analysis**
4) **Existing Land Use and Development:**
   a) Identify developable land, including infill and redevelopment.
5) **Neighborhoods:** Develop an official "Neighborhood and Districts" map for the City.
   a) **Downtown:** Conduct a more granular survey and analysis of downtown Santa Fe.
6) **Fiscal Sustainability:**
   a) Include a "value per acre" analysis or similar analysis.
7) **Urban Design**
8) **Transportation**
9) **Public and Private Utilities**
10) **Historical and Cultural Facilities**
11) **Public Safety**
12) **Schools**
13) **Parks and Recreation**
14) **Housing**
15) **Economic Development Assessment**
16) **Environmental Stewardship\Natural Resources**
17) **Institutional Structures:**
   a) Ongoing planning efforts and their sponsor departments/jurisdictions.

Assessment Report: The findings of the above items will be summarized in a written (PDF format) Assessment Report. The findings will identify relevant planning issues, a summary of the findings, and policy implications for the General Plan. The report will be reviewed by the appropriate groups/committees as well as the public. It will be published on the project website where the public will be able to make comments and recommendations based on the report's findings.

Task 3. Digital User Platform (development and refinement to continue through all phases) The City seeks a web-based dynamic interface tool that will enable staff, elected officials, the public, developers and stakeholders to access a user-friendly on-line version of the General Plan. The platform will become the Planning and Development Hub for the City after the General Plan is adopted, and therefore must be accessible and updatable by City staff.

1) The platform must include all maps, data and studies. The maps, data and studies should take advantage of ESRI Storymaps or similar technology to be interactive and easily understood.
2) The platform will integrate other adopted City plans, including the plan texts and map components such as the Residential Pipeline Map, Bicycle Master Plan, the Pedestrian Master Plan, the Water Plan, etc. The General Plan components should be included as map layers so they can be overlaid with components from other plans.
3) The platform will include an engagement section that becomes the main hub for digital engagement for the Planning and Land Use Department.

4) The platform will be built in such a way that other planning projects such as the Land Development Code website and permit searches can easily be integrated.
5) The platform will include a backend, dashboard-style user interface that enables City staff to run reports and manage the General Plan project.
6) The platform will be built with translation and accessibility options that meet City engagement standards.

PHASE 2

Approximately 6 months (in tandem with LDC update Phase 2)

Task 4. Public Engagement Plan

The coordination and execution of community outreach and engagement cannot be understated as a crucial component to the success of this project. Based on Public Engagement Plans submitted by the Consultant, a special coordination meeting shall occur to be determined in Task 1 for the purpose of refining the General Plan so that each stakeholder consents to it and has a role in its success.

1) The Public Engagement Plan should include the following elements:
   a) Inclusive meeting provisions, such as:
      i) Food and refreshments.
      ii) Childcare.
      iii) Interpretation services.
      iv) Youth-oriented activities and meetings.
      v) Larger events may have live entertainment to attract a wider audience.
      vi) Collaboration with community partners such as churches, schools and organizations.
   b) Plan to recruit equity representatives to drive engagement in their community, attend public meetings, and participate in working groups/committees.
      i) Representatives should be from an underrepresented community, such as Spanish speaking, indigenous, youth, low-income, etc.
      ii) The Plan should recommend payment structure for equity representatives.
   c) Review and consider Culture, History, Art, Reconciliation and Truth (CHART) outcomes.
   d) Review and consider Midtown outreach outcomes.
2) The consultant should provide local engagement and Public Relations (PR) support subcontracted by the offerors.
   a) The PR team will work directly with City of Santa Fe Communications and Public Engagement teams to develop outreach materials that meet City standards.
   b) The Public Engagement Plan will be developed using the forthcoming City of Santa Fe Community Engagement Guide to craft all engagement materials. The City Clerk's office is expected to adopt the Engagement Guide in the coming months and will be shared with the project team at that time.
   c) The PR team will provide all project engagement materials in both English and Spanish and meet City accessibility standards for online and in-person engagement.
   d) The PR team will partner with local community-based organizations to conduct targeted engagement activities.

Task 5. Assessment Report

Create a report on the engagement findings and identify the City's short-term and long-term needs and desires. The report should include a summary of findings from Task 2, Existing Conditions and Trends, a summary of findings from Task 4, Public Engagement, and a narrative description of the steps that should be taken to address those findings.

PHASE 3

Approximately 24 months (in tandem with LDC update phase 3)

Task 6. Growth Scenario Planning

Utilizing previous tasks' analysis and engagement, the consultant will develop several future growth scenarios for future land use and development patterns. The consultant will use dynamic visualization and analysis techniques to communicate the outcomes of each scenario to the City and the public. These scenarios will be used throughout the planning draft process to demonstrate the outcomes of proposed planning policies.

Task 7. General Plan Draft

The consultant will prepare the first draft of the General Plan Update. The draft shall include analysis and recommendations for each of the topics listed below. Other than certain required sections, the General Plan may be organized in a manner that best suits the project's overall goals, the vision of the project team and the consultant's workflow as approved by City Staff.

1) Executive Summary (required)
2) Introduction, Vision & Themes
3) Existing Conditions and Trends
   a) See "Task 2" above.
4) Assessment Report (required)
   a) Report engagement findings and identify of the City's short-term and long-term needs and desires.
5) Land Use and Growth Scenarios (see "Task 6" above)
   a) Develop the Future Land Use Map based on collaboration with Land Development Code Rewrite team and goals and objectives determined in this General Plan Update. Integrate Future Land Use Map into Digital User Platform to demonstrate the connection to other elements of the General Plan.
6) Regional Planning
   a) Priorities, major projects and organizational structures.
7) City Character
   a) Provide updated analysis of existing City Character, emphasizing areas of the City outside of historic overlays (Historic-area character is already well established and documented, only needs to be updated with current conditions.)
   b) Identify desired urban form for all areas of the City, coinciding with existing neighborhood boundaries, opportunity zones, redevelopment areas, master planned areas, and other contextual information.
8) Sector and Special Area Planning
   a) Identify areas for future Sector and Special Area scale planning.
   b) Develop strategies for Special Areas places for locals in addition to tourists.

c) Assess Special Areas at granular level including economic activity, mobility, urban design and housing.
d) Propose "catalyzing" City-led redevelopment projects of city owned property and Right of Way (R.O.W.) to be incorporated into sector plans.

9) Mobility and Accessibility
   a) Integrate goals existing plans including Multimodal Transition Plan, Bicycle/Ped/Transit Plans, Sustainability Plan.
   b) Using recommendations from existing plans, identify quantifiable targets for transportation mode-shift.
      i) Identify quantifiable targets for infrastructure improvements to achieve mode-shift.
   c) Develop a "Connectivity and Street Network" map that requires future development to adhere to a street network that creates permeable, publicly accessible new development and improves connectivity in existing neighborhoods.
10) Infrastructure and Facilities
   a) Integrate various infrastructure and facility plans to ensure various Capital projects are optimized and not redundant.
   b) Identify infrastructure needs and desires such as improved internet, areas to extend utilities, etc.
   c) Using ongoing facilities evaluation, identify top priorities for new facilities and facility improvements.
   d) Evaluate Green Infrastructure and recommend improvements.
11) Climate and Natural Resources
   a) Integrate relevant plans (such as water and sustainability plans) and correlate with goals and objectives of the General Plan.
12) Affordability and Human Services
   a) Integrate various Human Service plans such as Senior Services, Youth and Family Services, Recreation Plans.
   b) Make recommendations for additional affordable housing tools.
   c) Make "Affordable Living" recommendations that address other aspects of affordability beyond housing.
13) Development Review Guidelines
   a) Develop review processes to assess private and public development for compliance with the General Plan.
14) Glossary
15) Appendices

Task 8. Implementation and Administration Plan

Develop an Implementation Plan with the following components:

a) Provide detailed Implementation Plan that ties each recommendation to achievable goals and objectives.
   i) Each goal/objective should include proposed cost, departmental responsibility, and timeline.

Administration Plan should include procedures for the following:

i) Annual progress and action reports.
ii) C.I.P. Plan update process.
iii) 5-year reviews.

iv) 20-year update timeline from planned adoption year.
v) Identify 40-80+ year elements.

Task 9. General Plan Adoption and Publication

The consultants will work in tandem with City staff and City leadership throughout the duration of the General Plan adoption process. General Plan adoption related responsibilities include but are not limited to:

i) Attend and present to commissions, board and the governing body.
ii) Respond to questions from the public, City staff and leadership regarding all aspects of the General Plan Update.
iii) Make any amendments necessary that are identified during the adoption process.
iv) Assist with the transition to the new General Plan as necessary.

After adoption, the consultants will be responsible for the publication of the General Plan, including:

i) Providing hard copies to the City and stakeholders if desired.
ii) Publishing the final adopted General Plan to the project website.
iii) Finalizing any other aspects of the project.

EXHIBIT A

CITY OF SANTA FE
PLANNING & LAND USE DEPARTMENT

GENERAL PLAN UPDATE

TECHNICAL PROPOSAL

RFP #24/20/P
Revised April 22, 2024

The City Different



Question today
Imagine tomorrow
Create for the future

Submitted by:

wsp

APPENDIX D
Letter of Transmittal Form

ITEMS #1 to #4 EACH MUST BE COMPLETED IN FULL (pursuant to Section II.C.29). DO NOT LEAVE ANY ITEM BLANK! (N/A, None, Does not apply, etc. are acceptable responses.)

RFP#: 24/20/P

1. **Identify the following information for the submitting organization**:

Offeror Name	WSP USA Inc.
Mailing Address	2440 Louisiana Blvd NE, Suite 400, Albuquerque, NM 87110
Telephone	505-881-5357
FED ID#	11-1531569
NM CRS#	01-195458-002

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	Manjeet Ranu		
Title	Senior Vice President		
Email	Manjeet.Ranu@wsp.com		
Telephone	858-869-7190		

* 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:

Leland Consulting Group; Design Workshop

(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.

November 28, 2023

Authorized Signature and Date (*Must be signed by the individual identified in item #2.A, above.*)

November 28, 2023

Ms. Heather L. Lamboy, AICP, Assistant Director of Planning and Land Use & Procurement Manager
c/o Central Purchasing Division
City of Santa Fe
PO Box 909
Santa Fe, New Mexico 87504-0909

Re: City of Santa Fe General Plan Update (RFP 24/20/P)

Dear Ms. Lamboy and Selection Committee:

WSP with our team members, Design Workshop and Leland Consulting Group, are very excited to submit this proposal to support the City's update of the 1999 General Plan. We have been eagerly awaiting this opportunity, as Santa Fe is special place, home to many cultures that have influenced what it is today.

Our approach to support updating the General Plan includes these five key themes:

- Truly Comprehensive
- Inclusive Engagement
- Impactful Innovations
- Future Ready
- Immediately Implementable

WSP is a multidisciplinary professional services firm that understands the full spectrum of moving from notional ideas about how to organize around and respond to opportunities and issues toward successful, tangible implementation. **WSP knows how to keep plans from sitting on a shelf because WSP delivers projects**—from rapidly replacing the West Alameda culvert in Santa Fe, advising on the Santa Fe Midtown plan to delivering multi-billion-dollar infrastructure projects across the globe—**our experience and approach ensures that this will be an actionable General Plan.**

Our team of local, regional, and national experts are pleased to have this opportunity to support the City's present, do right for its future, and both respect and atone for its history.

Sincerely,

Daniel (Dan) Baer, AICP
Principal-in-Charge (PIC)
National Planning Marketing Lead

Manjeet Ranu, AICP
Project Manager
National Planning Lead
Senior Vice President

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, §§ 13-1-28, and 13-1-191.1, 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 NMSA 1978, § 13-1-181 or a contract that is executed may be ratified or terminated pursuant to NMSA 1978, § 13-1-182 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 [NMSA 1978, §§ 13-1-28 through 13-1-199] 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 Lee Garcia
Councilor Christopher Rivera
Councilor Amanda Chavez
Councilor Jaime Cassutt

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: N/A

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.



_____ November 28, 2023
Signature Date

Principal-in-Charge
Title (Position)

A	Signed Letter of Transmittal	1
B	Signed Campaign Contribution Form	3
C	Table of Contents	6
D	Proposal Summary	7
E	Response to Contract Terms & Conditions	8
F	Offeror's Additional Terms & Conditions	9
G	Response to Specifications	10
	1. Organizational Experience	10
	2. Oral Presentation	50
	3. Mandatory Specification	51
	4. Desirable Specification	79
	5. Local Preference	80
H	Other Supporting Material	82

* Our Non-Collusion Affidavit and Conflict of Interest forms can be found in the Other Supporting Material section

Addressing Challenges with Innovative Design & Delivery

D. PROPOSAL SUMMARY

BE GUIDED

Our approach to updating the General Plan:

- **Truly comprehensive.** A living and relevant document that is calibrated periodically.
- **Inclusive engagement.** Broad and targeted, traditional and modern approaches.
- **Impactful innovations.** A culturally and technologically smart City.
- **Future ready.** Environmentally, economically, and socially resilient.
- **Immediately implementable.** Designed to be achievable and accountable.

BE FOCUSED

Keeping the General Plan Update on track.

- Process focused project management
- Identify key themes to develop an actionable plan
- Use milestones as stage gates to drive project progress

BE COORDINATED

Staying coordinated with current, major City initiatives, including:

- Land development code update
- Regional partner governance
- Midtown implementation

BE ENGAGED

Public, stakeholder, and partner engagement to add inclusive value and build consensus.

- Public engagement plan
- Online civic engagement tool
- Community partners

BE READY

Understanding the tools necessary to achieve successful implementation.

- Position for funding opportunities
- Understand trends
- Develop organizational capacity

We are local. Our Santa Fe office is located on 150 Washington Ave. Suite 201, Santa Fe, NM 87501 less than two blocks away from the Santa Fe Plaza.

We live here. Members of our WSP team live and work in Santa Fe and we take pride in our community.

We work here. We have completed numerous projects in and around Santa Fe including Acequia Trail Pedestrian and Bicycle Underpass for City of Santa Fe and the NM 14 Cerrillos Road Study for the NMDOT.

Our Experienced Team

Our proposed team, led by project manager, Manjeet Ranu, has experience and expertise in the General Plan tasks outlined in the RFP including, but not limited to:

- ✓ Administrative Coordination
- ✓ Existing Conditions
- ✓ Base Mapping
- ✓ Regional Trends
- ✓ Land Capability Analysis
- ✓ Existing Land Use and Development
- ✓ Neighborhoods
- ✓ Fiscal Sustainability
- ✓ Urban Design
- ✓ Transportation
- ✓ Public & Private Utilities
- ✓ Historical & Cultural Facilities
- ✓ Public Safety
- ✓ Schools
- ✓ Parks & Recreation
- ✓ Housing Economic Development Assessment
- ✓ Environmental Stewardship/ Natural Resources
- ✓ Institutional Structures
- ✓ Digital User Platform
- ✓ Public Engagement Plan
- ✓ Assessment Reports
- ✓ Growth Scenario Planning
- ✓ General Plan Drafting
- ✓ Implementation & Administration Plan
- ✓ Plan Adoption & Publication
- ✓ Equity & Inclusion
- ✓ Smart Cities
- ✓ Municipal Infrastructure
- ✓ Water

E. RESPONSE TO CONTRACT TERMS & CONDITIONS

WSP USA Inc. has reviewed the sample contract provided with the RFQ and would like to submit the following changes for consideration set forth in Section II.C.15.

WSP LEGAL EXCEPTIONS

ARTICLE/ PARAGRAPH OR EXHIBIT REFERENCE	PROPOSED CHANGES/ALTERNATE LANGUAGE FOR CONSIDERATION
9. Release	
Page 60	Proposed Change: Add, "payment" to this Article as shown for clarification. **9. Release** Final payment of the amounts due under this Contract shall operate as a release of the City, its officers and employees from all payment liabilities, claims and obligations whatsoever arising from or under this Contract.
22. Indemnification	
Page 63	Proposed Change: Delete, "defend" in this Article as shown for clarification. **22. Indemnification** The Contractor shall ~~defend~~, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Contract, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Contract. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Contract is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

F. OFFEROR'S ADDITIONAL TERMS & CONDITIONS

WSP USA Inc. requests no additional contract terms and conditions.

G. RESPONSE TO SPECIFICATIONS

1. ORGANIZATIONAL EXPERIENCE

Our team has the combined General Plan project experience and qualifications to deliver the desired vision and choices for Santa Fe's future.

We have provided some relevant projects and showcased our qualified team on the following pages.

WSP AT A GLANCE



135+ Years in U.S.



Team with the Expertise to Deliver



15,500+ Employees



Collaborative & Experienced Team



300+ Offices



Local Santa Fe Presence

WSP is a multidisciplinary strategy, planning, design, delivery and management consultancy that develops creative, comprehensive and sustainable solutions for a future in which society and our planet can thrive. Equipped with an intimate understanding of local intricacies, world-class talent and proactive leadership, we enable long-lasting and impactful solutions to uniquely complex opportunities and problems. WSP has offices throughout the United States and globally, including major collaborations throughout the southwest. Lead WSP staff serving Santa Fe all have substantial experience practicing in the southwest undertaking similar multidimensional work. WSP regularly undertakes similarly complex efforts with outstanding, unifying outcomes.

WSP understands the importance of the planning process, which supports navigating toward successful outcomes, with the technical and engagement work embedded in the process to inform decision-making. Investing in these processes properly and being willing to re-evaluate initial assumptions provides much better predictability for projects, stabilizing the subsequent design and delivery phases. With WSP, we bring the deep local knowledge closest to the client backed by expertise from across the company to identify potential risks early and creative solutions that allow the planning process to culminate in a decision of what should be delivered and how.

KEY TEAMING PARTNERS

LELAND CONSULTING GROUP

In more than 250 communities across the country, Leland Consulting Group's (LCG) strategies have resulted in built projects that immediately improve residents' quality of life: thriving downtowns, bustling shopping districts, inviting neighborhoods, and productive employment centers. **As urban strategists, LCG's role is to keep the big picture in sight, while simultaneously providing deep expertise in the strategic, market, financial, and economic elements that make projects possible and successful.** LCG recognizes that special and economically viable places result not just from one factor, but from the combination of quality design, supportive markets, developer capacity, and financial strength. During every assignment, LCG engages the public and private champions essential to rallying support and overcoming obstacles. LCG was established in 1989 and has over 34 years of experience providing real estate and urban planning services to public and private sector clients across the United States.

DESIGNWORKSHOP

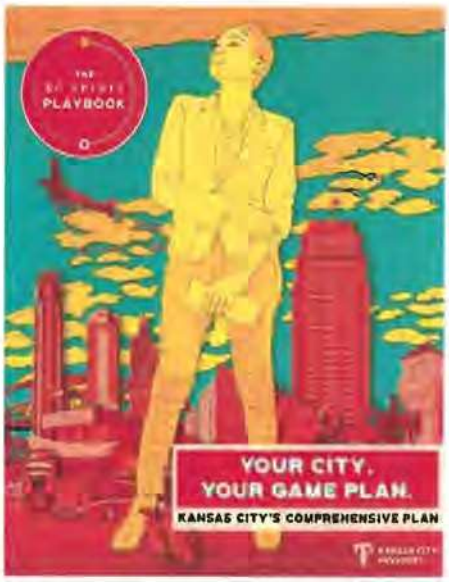
As an international design studio, Design Workshop learned the value of building community across cultures, geographies, and economies. Whether designing a restorative private garden, reimagining an underperforming downtown center or developing the vision for a contemporary park within a fragile ecosystem, they are committed to more than design in the conventional sense.

Design Workshop tackles challenges beyond the project site and its mapped boundaries to create places of timeless beauty and meaningful connections. Their work provides an armature for building communities by considering how people live, economies operate and environments function at a regional scale. Optimizing these systems requires large-scale thinking. Using open space as the primary organizational component, Design Workshop examines economic and transportation networks to restore urban centers, conserve the natural environment and provide equitable access to parks and open space.

PROJECTS

KANSAS CITY SPIRIT PLAYBOOK COMPREHENSIVE PLAN

CITY OF KANSAS CITY | KANSAS CITY, MO



Similar to the Santa Fe General Plan Update, the Kansas City Spirit Playbook was the first update to the Comprehensive Plan for a mid-size city since the 1990s. WSP focused on recommendations for key issues relevant to Santa Fe such as public transportation, affordable housing, jobs access, and multi-modal mobility, much like we did for Kansas City. Incorporating objectives, action steps, and performance measures in an interactive web-based format ensures the Kansas City Spirit Playbook is immediately implementable and that the plan can be used as a tool in daily decision-making at City Hall.

This plan represents a departure from traditional comprehensive planning and will be organized not by siloed topic areas, but instead by broad inter-connected strategy areas dubbed visibility, mobility, livability, and serviceability. WSP is leading the development of the mobility, livability, and serviceability elements of the plan. The plan's objectives include recommendations on 28 issues, like public transportation, jobs access, freight and goods movement, multimodal mobility, vision zero, infrastructure, sustainability, jobs access, parks and open space, public health, affordable housing, business development, and other topics. Each of the objectives include analysis and narrative describing the purpose of the objective, detailed action steps, and performance measures to track implementation of the plan.

The WSP team coordinated public and stakeholder involvement, conducting strategy sessions that cover a wide range of topic areas of interest to neighborhood and community leaders. These conversations have been informed by the technical, data-driven analysis of the WSP team as well as a review of plans and policies in Kansas City's peer cities. Deep stakeholder engagement took place primarily over Zoom, taking advantage of breakout discussion groups and live polling features to get informed feedback. The WSP team worked with the City to draft final plan objectives and recommendations, which were organized by strategy area, plan goal area, and traditional topics (e.g. transportation, housing, land use, etc.). These objectives will live online in an interactive web-based format to ensure that the plan can be used as a tool in daily decision-making at City Hall and for coordinating with other stakeholders. The plan recommendations will also be organized into a structured database, with references to applicable geographies, key performance indicators, and other relevant city plans and policies.

KAY BAILEY HUTCHISON CONVENTION CENTER DALLAS (KBHCCD) MASTER PLAN

CITY OF DALLAS | DALLAS, TX

Like ongoing initiatives in Santa Fe, such as Midtown Campus redevelopment, the KBHCCD Master Plan provides a comprehensive vision for an important city district, making this much broader and inclusive than a convention center. This Master Plan focuses elements relevant to Santa Fe such as leveraging transit access for future development, multimodal transportation enhancement, and the creation of a walkable and dynamic multi-use public space.



The KBHCCD Master Plan provides a comprehensive vision for the future of the convention center and surrounding district. **The Master Plan lays out a strategy to transform the facility into one of the nation's premier Convention Centers that is both compelling and competitive in the market** in terms of the amount and quality of available space (exhibit, ballroom, and meeting rooms), on-site amenities, a leader in design and surrounded by a walkable, transit accessible district. The master plan considers the many investments required to achieve the plan's goals in a holistic and integrated plan.

Four critical elements of the master plan that support the transformation of the convention center are:

- **Area Plan** Leverages improved transit access to create a dynamic 30 plus acre mixed-use district around the convention center, extending the vitality and excitement from inside the convention center to the surrounding area.
- **Multimodal Station Plan** Brings together transit routes in the area to increase accessibility for the new, expanded Convention Center and serve the substantial new development in the Convention Center District.
- **Transportation Plan** Proposes enhancements to the multimodal transportation and street networks to improve access to the Convention Center and surrounding district, and to better connect the region.
- **Funding and Financing Plan** Identifies plan for implementation, funding, and financing identifies strategies that capture the value created by these investments to pay for the new Convention Center without financially impacting Dallas residents.

BURNHAM YARD

STATE OF COLORADO P3 UNIT | DENVER, CO

Burnham Yard is a key historic asset located in a strategic location in Denver, similar to the varied historic and cultural assets located throughout Santa Fe. As owner's representative and master planner, WSP helped foster the Burnham Yard plan, which focuses on creating value to stitch together neighborhoods, achieve beneficial mobility improvements, and redevelopment while promoting responsible preservation of historic assets. All these key objectives are relevant to future development considerations in Santa Fe.



Burnham Yard was an important railyard and employment center for the Denver region, with its establishment prior to Colorado statehood. Because of its role in the development of the region and its age, potentially significant historic resources exist. In 2016, Union Pacific Railroad ended railyard operations on the property, opening the opportunity for the State to acquire the site. Since its decommissioning, it has sat underutilized despite its strategic location in central Denver.

While its location is strategic, there are many obstacles to overcome at the site. Given the history and use as a rail yard, there are significant costs for transportation and infrastructure improvements, complex environmental remediation, and costs to advance the laudable social initiatives mandated of the P3 Unit. The redevelopment plan will help guide the potential value opportunities that can be created from the site based on informed market and social equity findings to achieve beneficial mobility improvements and redevelopment. The site is long, yet narrow and constrained by freight and transit rail lines. An existing RTD light rail station presents an opportunity for equitable transit-oriented development. Proximity to the Auraria Higher Education Center is another opportunity to explore relative to the campus master plan and advancing key initiatives of the P3 Unit. Stitching together neighborhoods surrounding Burnham Yard would mitigate the decades-long impact of Interstate 25 – the Valley Highway – has had and presents an opportunity to link with natural resources and trails in the area including the South Platte River, Cherry Creek, and Lakewood Gulch.

NEW JERSEY TRANSIT 5-YEAR CAPITAL PLAN

NEW JERSEY TRANSIT | NEWARK, NJ



Similar to Santa Fe's goal to develop General Plan Update that is immediately implementable and guides decision making, WSP developed the NJ Transit 5-year Capital Plan to guide strategic investments. The Capital Plan reflects a comprehensive vision through an ambitious set of projects and programs that focus on key impacts relevant to Santa Fe such as comprehensive transit investments and the support of economic development and equity.

Currently, WSP is supporting NJ Transit in developing and regularly updating its 5-Year Capital Plan to guide critical strategic investments across the agency. Released in June 2020, the Capital Plan presents an unconstrained vision and ambitious set of projects and programs to provide a vastly improved experience for customers and leverage transit to build healthy, inclusive, and sustainable communities. The projects and programs included in the Capital Plan are estimated at $5.78 billion over the next five years. Major areas of work included providing strategic support to identify comprehensive transit investments; determining how those investments could support economic development and equity; evaluating socioeconomic, planning, environmental, and operational impacts; and advising on project prioritization methods. In partnership with WSP, the content of the Capital Plan will be renewed and reprioritized regularly to reflect the emerging needs of the state and NJ Transit's customers.

RESILIENT NJ REGIONAL RESILIENCE ADAPTATION ACTION PLAN

NJ DEPARTMENT OF ENVIRONMENTAL PROTECTION | ATLANTIC CITY REGION, NJ

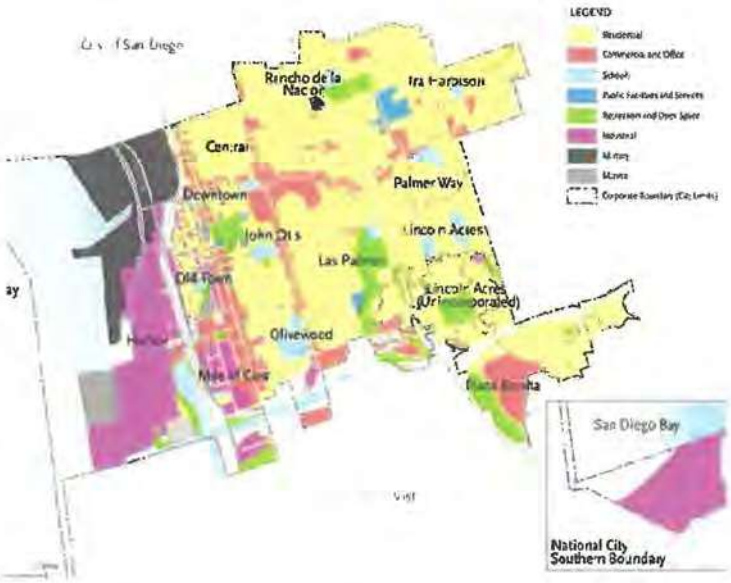


WSP is currently leading a consultant team in the development of a Regional Resilience and Adaptation Action Plan for the Atlantic County Coastal Region under the NJ Department of Environmental Protection (NJ DEP) Resilient NJ program. The U.S. Department of Housing and Urban Development (HUD)-funded regional planning project is one of four pilot regions in the Resilient NJ program, which seeks to set the precedent for how to reduce flood damages and increase physical and social resilience to climate impacts through community-based resiliency planning. **This is an example where WSP and consulting partners are tapping into a broad range of expertise to address multi-dimensional resilience challenges at the regional scale.** Developing innovative solutions over a long-term horizon is a key focus for the project and the Atlantic County Coastal Region won the Resilient NJ Innovation Competition for incorporating innovative ideas and practices into the proposed solutions to address climate vulnerabilities.

NATIONAL CITY MUNICIPAL CODE, ZONING CODE, AND SPECIFIC PLAN UPDATES

CITY OF NATIONAL CITY | NATIONAL CITY, CA

Demonstrating WSP's deep understanding of the link between updating a General Plan in coordination with a land use code, another WSP work effort in National City is more technical, requiring a working dialogue between land use and development regulations, and the General Plan to encourage the development of diverse housing in a community that sorely needs it.



The WSP team is revising the policies, regulations, and development standards in National City's various specific plans and zoning code, such as floor-area ratios (FARs), maximum allowable heights, and parking requirements, to accelerate housing production in all income categories.

Included in this effort are the development of an ADU ordinance, updated density bonus regulations, streamlined development approval procedures, and other incentives to increase housing production. Another key component of this endeavor is the development of Objective Design Standards to streamline the development process for multi-family residential projects. The end result will be a comprehensive suite of regulatory tools and incentives to accelerate housing production in a manner consistent with the goals of National City's Housing Element and recent state legislation.

COMPREHENSIVE PLAN UPDATE AND DEVELOPMENT CODE REWRITE

LELAND CONSULTING GROUP

CITY OF ALBUQUERQUE | ALBUQUERQUE, NM



LCG led the economic development component of Albuquerque's comprehensive plan and development code rewrite project. **This illustrates the importance of a methodological, evidence-based approach to the planning process that will be taken for Santa Fe.** The project focused on improving both the comprehensive plan and the development code to remove barriers to development and better implement their centers and corridors policies. Developer outreach, market research, and pro forma testing of development concepts were used to ensure that the policies and goals envisioned by the community are in fact feasible and that the development code properly enables them. More specific research was focused on understanding barriers to economic development on the city's west side, where a jobs-housing imbalance has exacerbated regional transportation problems.

LOS ALAMOS TOURISM STRATEGIC PLAN

DESIGNWORKSHOP

LOS ALAMOS COUNTY | LOS ALAMOS, NM



Los Alamos, New Mexico is rich with history, natural beauty, and scientific discovery, and is the gateway to three National Parks. While tourists have always visited Los Alamos, the County engaged Design Workshop to create the Los Alamos Tourism Strategic Plan to help unify ongoing tourism efforts and position the County to optimize tourism economic development for the benefit of the Los Alamos and White Rock communities.

The final plan provides direction for decisions relating to tourism, community investment, cultural opportunities, and physical development. The County and its partners use the detailed action plan to direct funding and resources. Implementing the recommendations of this plan, along with other County and community initiatives, resulting in an improved visitor experience and enriched quality of life for the local community. **This project gives us firsthand knowledge of regional coordination opportunities to support the Santa Fe General Plan Update.**

City of Santa Fe

Deputy Project Manger
Nick Fazio

Project Manager
Manjeet Ranu, AICP

PIC
Daniel (Dan) Baer, AICP

Senior Advisors
Alastair MacGregor, CEng, MCISBE, LEED AP
Sofia Berger Michael Case, PE, LEED AP

Deputy Project Manager, Nick Fazio is local to the greater Albuquerque/ Santa Fe area, and eager to be a part of the City of Santa Fe's vision.

Task Leads

Base Mapping & Digital User Platform
Allyson Powers
Patrick Kresl
Jay Puckett, GISP

Land Capability & Existing Land Use Development
David Schumacher
Chris Geddes - DW
Jessica Garrow - DW

Urban Design
John Loughran, AIA, AICP, PP, LEED
Chris Geddes - DW
Jessica Garrow - DW

Public Engagement
Nick Fazio

Historical & Cultural
Ted Roberts, M.A., RPA
Jennifer Hyre

Environmental Stewardship & Natural Resources
Joanna Franks

Regional Trends, Fiscal Sustainability, Housing, & Economical Development
Chris Zahas, ACIP - LCG
Ted Kamp - LCG

Public & Private Utilities, Public Safety, Schools, & Parks & Recreation
Amy DiCarlantonio, AICP, ENV SP, LEED, AP BD+C

Implementation & Capital Programming
Alfonso Hernandez
Peter Waldt

Institutional Structures
Eryca Dinsdale, PE, PMP
Robert (Rob) DiAdamo

Municipal Infrastructure
Larissa James
Scott Cogan, PE, CQM

Equity & Inclusion
Gabrielle (Gabi) Brazzil
Sean Scott

Transportation
Matthew Long

Growth Scenario Planning
Sara Khoeini, Ph.D.

Subconsultants
- Leland Consulting Group (LCG)
- Design Workshop (DW)

Water
Rebecca Borker, MPA

Smart Cities
Jaco Cronje

RESUMES

PROJECT MANAGER



MANJEET RANU

PROJECT DIRECTOR & MANAGER,
SENIOR VICE PRESIDENT - NATIONAL PLANNING LEAD

27 Years of Experience

EDUCATION

MURP, Urban and Regional Planning, University of Colorado-Denver

MPA, Public Administration, University of Colorado-Denver

BA, Biology & Political Science, University of Colorado-Boulder

CERTIFICATIONS/ LICENSES/ MEMBERSHIPS

American Institute of Certified Planners

American Planning Association

Urban Land Institute: Full Member

Manjeet understands Santa Fe, having visited more than a dozen times, beginning in childhood and now providing support to the City as the Public Works Owner's Representative for Midtown. He has significant experience managing highly complex, multi-billion dollar planning projects. Interdisciplinary projects--just like the Santa Fe General Plan Update--are the heart of his passion for planning. Manjeet will be the project manager for the WSP and City team, supported by Nick Fazio, a local deputy project manager.

Manjeet Ranu is a comprehensive planning practitioner, having practiced in six high-growth, economically significant states as a land use, transportation, and environmental planner, with urban design expertise. He was an executive for three large urban transportation agencies in the Los Angeles, Salt Lake, and Atlanta regions. He also led community development for cities in the San Diego and Dallas regions. His transit experience involved leading and administering transportation planning, capital programs, Federal Transit Administration Capital Investment Grants program projects, National Environmental Policy Act and the California Environmental Quality Act. Areas of practice in land use include policy planning, master planning, development review, building safety, housing programs, preparing land use regulations, California Environmental Quality Act, and code enforcement. Manjeet's 20 years of experience in the public sector and six years in the private sector across different regions of the United States, along with years of community leadership, has given him keen strategic insights and creativity to advance highly complex initiatives to successful outcomes with broad support and equitable impact.

- Project Manager, Midtown Redevelopment Professional Services, **City of Santa Fe (NM)**
- Chief of Capital Programs, Expansion and Innovation, **Metropolitan Atlanta Rapid Transit Authority (MARTA)**
- Director of Capital Development, **Utah Transit Authority**
- Senior Executive Officer, Long Range Transportation Planning and Mobility, **Los Angeles Metro (CA)**

LOCAL DEPUTY PROJECT MANAGER AND PUBLIC ENGAGEMENT PLAN LEAD



NICK FAZIO

DEPUTY PROJECT MANAGER - SENIOR CONSULTANT, URBAN PLANNER & PI SPECIALIST

13 Years of Experience

EDUCATION

MUD, Urban Design, University of Colorado-Denver

BAEPD, Environmental Planning and Design, University of New Mexico

CERTIFICATIONS/ LICENSES/ MEMBERSHIPS

American Planning Association

OTHER LANGUAGES

Spanish (conversational)

Nick's experience as a multidisciplinary consultant in the fields of public involvement, long-range community planning, transportation planning, and policy research and analysis gives him the background needed to support the City of Santa Fe in creating a General Plan update that if future ready. Starting his career as tribal planning intern here in New Mexico, he has led municipal long-range planning departments, served as a local Historic and Cultural Resources Preservation Officer, and served as project manager for megaproject health impact assessments. Nick's project management experience has continued to expand, both for sophisticated public involvement and communications programs, as well as inland port plans and transportation projects. His skills as a facilitator, strategic planner, and designer enable him to effectively solve problems and advance complex communication challenges with diverse audiences. Nick has worked in both urban and rural settings across the American West, with both public and private stakeholders, and always strives to create place-based solutions that meet client needs and serve the local community.

- Public Involvement Planner, Cerrillos Road Alignment Study, **NMDOT (Santa Fe, NM)**
- Public Involvement Planner, NM 500 Rio Bravo Bridge Replacement, **NMDOT (Albuquerque, NM)**
- Public Involvement Lead, Inland Port Planning Study, **Albuquerque International Sunport (NM)**
- Public Involvement Specialist, Buildable Lands and Housing Needs Analysis, **Klickitat County (WA)**
- Public Involvement Planner, Rail Safety Study – Port of Columbia County, **Columbia County (OR)**



PRINCIPAL-IN-CHARGE AND ADVISORY SUPPORT

DAN BAER, AICP

PIC, NATIONAL PLANNING MARKETING LEAD

41 Years of Experience

EDUCATION

MUP, Planning, New York University

BA, Public Policy, Pomona College

CERTIFICATIONS/ LICENSES/ MEMBERSHIPS

Certified Planner: US American Planning Association

Urban Land Institute: Full Member

Dan Baer is experienced in managing large, multidisciplinary teams for transportation and land development initiatives, including environmental impact statements, major investment studies, alternatives analyses, and master plans for major transportation and site development projects. Dan has managed the preparation of hundreds of major transportation projects and environmental assessment programs, including the analysis of zoning, socioeconomic trends, traffic and transit-related issues, air quality, and noise effects for projects across the country. He has led and organized a variety of waterfront development initiatives, including the development of design guidelines and master plans. Dan has also directed various program management efforts across the country which involved the oversight of planning, environmental, and design functions for major transportation and development initiatives.

- Project Manager, Burnham Yard Redevelopment, **City of Denver (CO)**
- Project Manager, Hudson Yards-Eastern and Western Rail Yards Master Plan and Design Guidelines, **Hudson Yards Development Corporation (New York, NY)**
- Deputy Project Manager, Master Plan, Design, and Environmental Assessment, **Port Authority Bus Terminal Replacement Program (New York, NY)**
- Project Manager, Multi-Modal Master Plan, **Kay Bailey Hutchinson Convention Center (Dallas, TX)**



ADVISORY SUPPORT

ALASTAIR MACGREGOR, CEng, MCISBE, LEED AP

SENIOR VICE PRESIDENT, NATIONAL BUSINESS LINE EXECUTIVE: PROPERTY + BUILDINGS

24 Years of Experience

EDUCATION

MSc, Building Services Engineering & Management, Heriot-Watt University, Edinburgh, UK

BEng, Mechanical Engineering, Newcastle University, Newcastle, UK

CERTIFICATIONS/ LICENSES/ MEMBERSHIPS

CIBSE Chartered Engineer

LEED AP BD+C

FitWel Ambassador

Chartered Institution of Building Services Engineers

United States Green Building Council

With over 25 years in high performance design, Alastair's expertise spans all scales, from individual net zero buildings through to strategy portfolio analysis. His portfolio includes Net Zero Carbon work for global portfolio analysis. His portfolio includes Net Zero Carbon work for global portfolios; NASA's Net Zero , LEED Platinum "Sustainability Base"; Beijing's LEED Platinum World Finance Center; Los Angeles' LEED Platinum Federal Courts; the world's first commercial Spaceport at Spaceport America; eco-city strategies for Jurong Lake eco-city, Tianjin eco-city, Marina Bay and Tanggu; and many of the world's most sustainable sports venues including Golden1Center, Intuit Dome, Al Wakraj Stadium, and the Los Angles 2028 Olympic bid.

Alastair's specialist expertise includes sustainable, low carbon design and program development; LEED certification; value engineering; advanced MEP design; high performance buildings; commissioning; passive design; renewables; energy, decarbonization, and operational resiliency strategy planning; smart building and city strategies; and the development of digital solutions to drive low carbon design and strategic planning.

- Project Management, Facilities Modernization & Renovation Program, **Los Angeles Community College District (CA)**
- High-performance Buildings Team Leader and LEED Sustainability Consultant, Campus Renovation, **Children's Institute (Los Angeles, CA)**
- Mechanical, Electrical, and Plumbing Project Manager and Lead Mechanical Design Engineer, Theatre Expansion, **His Majesty's Theatre (Aberdeen, Scotland)**
- Mechanical, Electrical, and Plumbing Project Manager and Lead Mechanical Design Engineer, New Museum Design, **Shetland Museum & Archive (Lerwick, Scotland)**



ADVISORY SUPPORT

SOFIA BERGER

SENIOR ADVISOR, NATIONAL TRANSPORTATION EXECUTIVE

20 Years of Experience

EDUCATION

MUP, Planning, New York University

BA, Public Policy, Pomona College

CERTIFICATIONS/ LICENSES/ MEMBERSHIPS

Women's Transportation Seminar

OTHER LANGUAGES

Spanish (fluent)

Sophia Berger is a senior vice president serving as a leader in the United States transportation practice, particularly focused on rail and transit and public-private-partnerships. She specializes in strategic planning, project management, and project turnaround. Prior to this role, she was the division manager in Latin American and the Caribbean division for three years. In this role, she was responsible for the strategic direction of the regional operations as well as all client management, project delivery, and business development activities. In her prior role, Sophia managed the development of the company's private sector activities in Africa, where she focused on bringing the company's extensive regional infrastructure experience to new rail, road, port, mining, and energy projects under development by private sector users or funders. She has more than 15 years of infrastructure experience spanning from project management of construction projects in the field to management consulting for governmental transportation agencies around the world.

- Strategic Partner, Penn Station Master Plan, **MTA, Amtrak, and NJ Transit (NJ)**
- Strategic Partner, Pilot Consultancy #2, Digital and Systems Architecture, **Jacksonville Transportation Authority (FL)**
- Senior Engineer, Interstate 75 Design-Build-Finance-Maintain Segment 3 Project, **Oakland Corridor Partners (CA)**
- Strategic Partner, Resort Corridor Feasibility Study, **Regional Transportation Commission of Southern Nevada (NV)**

ADVISORY SUPPORT



MICHAEL CASE, PE, LEED AP

SENIOR ADVISOR, ENERGY NATIONAL BUSINESS LINE EXECUTIVE

20 Years of Experience

EDUCATION

BS, Electrical Engineering, Michigan State University

CERTIFICATIONS/ LICENSES/ MEMBERSHIPS

LEED AP: UN, 2023

Professional Engineer: FL, 2012 (74849); FL, 2023; NY, 2023; NY, 2010 (087729)

Institute Of Electrical & Electronic Engineers

Michael Case is the central plant and district energy lead within the U.S. energy national business line. He has more than 19 years of experience overseeing operations for the electrical and mechanical group within the U.S. energy division, including power and thermal generation, distributed generation, and energy management services for a wide range of facilities such as hospitals, university campuses, utilities, manufacturing centers, commercial and public buildings, and airports. Michael has worked on project management, scoping, planning, design, and construction management for energy infrastructure projects. He has supervised multi-million dollar contracts and delivered projects across various engineering disciplines.

- Design Lead, LaGuardia Airport Redevelopment, **LaGuardia Gateway Partners (Queens, NY)**
- PIC, New York City School MEP Services, **New York City School Construction Authority (New York, NY)**
- Electrical Engineer, Empire State Plaza Chiller Steam Turbine Replacement/Steam Compressor, New York State Office of General Services **(Albany, NY)**
- Lead Electrical Engineer, Mount Sinai Medical Center Boiler Assessment Project, **Mount Sinai Medical Center (Statewide, NY)**

BASE MAPPING
AND DIGITAL USER PLATFORM LEAD



ALLYSON POWERS

ASSISTANT VICE PRESIDENT, APPLICATION DEVELOPER

31 Years of Experience

EDUCATION

BA, University of Colorado

AWARDS

W3 Webby Award - TIMED to Learn, 2008

PB Infrastructure Company Quality Team - Third Place, PB CommentSense, 2005

Parsons Brinckerhoff Project of the Year - Lower Manhattan Communications Plan, Parsons Brinckerhoff, 2002

Allyson Powers, a project manager for the WSP Project Visualization Technical Resource Center and a senior computer graphics specialist, is responsible for the production of interactive media and management/implementation of custom websites. She also has expertise in consulting on the implementation of CommentSense public comment management systems, including consultation and training. Allyson's responsibilities include overseeing production design and development, needs analysis, budget development, implementation, training, deployment, quality control, programming customization, and client satisfaction. She has applied her skills to a variety of projects, including transportation, land use, urban planning, environmental management, lobbying, and education.

Allyson is knowledgeable with the Americans with Disabilities Act (ADA) guidelines and Section 508 for both state and federal programs and implements those guidelines on all projects requiring ADA compliance as it applies to online print documents and website development. She is experienced in using today's most advanced Web tools and techniques and has a unique ability to mesh both design and simple functionality into all projects.

- Task Lead, North Carolina 2050 Statewide Transportation Plan - Interactive Tool Development, **NCDOT (Statewide, NC)**
- Web Project Manager, Lake Sumter Metropolitan Planning Organization 2019 On-Call, **Lake County (FL)**
- Web Project Manager, City of Seattle Central Waterfront Engineering Project, **Waterfront Seattle (WA)**
- Web Project Manager, Northeast Corridor Passenger Rail Corridor Investment Plan, **New York Metropolitan, (New York, NY)**

BASE MAPPING
AND DIGITAL USER PLATFORM SUPPORT



PATRICK KRESL

SENIOR GRAPHIC DESIGNER, VIDEO & USER EXPERIENCE DESIGNER

28 Years of Experience

EDUCATION

2B2BBFA, Graphic Design, Colorado State University

3B3BBA, Speech Communications, Colorado State University

Patrick is a senior graphic designer and user interface/user experience web designer with WSP. He has designed, art directed and produced a broad spectrum of web, video, print, interactive projects, and web-based guides within the WSP's Project Visualization team by engaging the creative process to implement innovative and impactful communication. The websites he developed have implemented advanced web technologies, such as database-driven content, web-based applications that allow clients to update sites themselves, interactive maps, client-administered surveys for public feedback, and responsive design to provide an optimal user experience across a wide range of online tools and smart devices.

- Creative Director, Zero Emission Bus (ZEB) Program Introduction and All-Staff Training, **Maryland Transit Administration (MD)**
- Creative Director, Microsoft Environmental Sustainability Resources Training, **Microsoft (Global)**
- Lead Designer and Course Developer, Regional Employee Waste and Recycling Training - Online Interactive Training Course, **Washington Metropolitan Area Transit Authority (WMATA), Washington D.C.**
- Design Lead, Federal Highway Administration (FHWA) Planning and Environment Linkages - Interactive Guide, **FHWA**

BASE MAPPING
AND DIGITAL USER PLATFORM SUPPORT



JAY PUCKETT, GISP

ASSOCIATE VICE PRESIDENT, GEOSPATIAL TECHNOLOGY

16 Years of Experience

EDUCATION

MPA, Public Administration, Syracuse University, Syracuse, NY

MA, Geography, Syracuse University, Syracuse, NY

BA, Geography, University of North Carolina, Chapel Hill, NC

CERTIFICATIONS/ LICENSES/ MEMBERSHIPS

Geographic Information Systems Professional Certification

Jay Puckett is the manager of WSP's Geospatial Analysis and Visualization practice. He specializes in applying Geographic Information Systems (GIS) and geospatial technology to a variety of project types and markets across the company's portfolio. He has recent experience supporting electric transmission siting studies, infrastructure planning efforts, web application development, and information management efforts for major infrastructure development projects. Jay has experience with GIS, public involvement, web mapping development, Global Positioning Systems (GPS) data collection, IT instruction and training, and SharePoint development. Jay also has advanced training in organizational leadership and management.

- GIS Lead, Northern New York Priority Transmission Project, **New York Power Authority (NY)**
- GIS Lead and Siting Specialist, SMART Path Transmission Project, **New York Power Authority (NY)**
- GIS Technical Advisior, Baltimore County Sewer Consent Decree Program Management, **Baltimore County (MD)**

LELAND CONSULTING GROUP

REGIONAL TRENDS,
FISCAL SUSTAINABILITY, HOUSING,
AND ECONOMIC DEVELOPMENT ASSESSMENT LEAD



CHRIS ZAHAS, AICP

LELAND CONSULITING GROUP MANAGING PRINCIPAL

25 Years of Experience

EDUCATION

MA of Urban and Regional Planning, Portland State University

BA, International Affairs, Lewis and Clark College

CERTIFICATIONS/ LICENSES/ MEMBERSHIPS

AICP #019464

Chris Zahas is a real estate strategist and project manager with an emphasis on urban corridors, downtown revitalization, employment districts, transit-oriented development, and public-private partnerships. His project approach is to assist public and private sector clients in turning broad visions into prioritized and achievable action plans by combining market and economic research with strategic advice that is tied to the fundamental principles of real estate development. In all cases, Chris keeps the focus of projects on implementation, always anticipating next steps and never hesitating to advise a client to change directions when that is the best course.

In over 22 years at Leland Consulting Group, he has managed more than 35 downtown and corridor implementation strategies and played a strategic advisor role in dozens more. In the economic development realm, he brings a deep understanding of economic and demographic trends, ensuring that long-term strategies reflect the evolving drivers of how businesses choose to locate and where people choose to live. Prior to joining Leland Consulting Group, Chris coordinated economic development projects for the Portland Development Commission, Portland's redevelopment agency.

- Real Estate and Economic Development Advisor, Comprehensive Plan Update and Development Code Rewrite, Albuquerque, NM, **City of Albuquerque & Bernalillo County (NM)**
- Lead Market and Real Estate Advisor, Health District Master Plan, Coeur d'Alene, ID, **City of Coeur d'Alene (ID)**
- Senior Economic Advisor, Comprehensive Plan Update, Meridian, ID, **City of Meridian (ID)**

LELAND CONSULTING GROUP

REGIONAL TRENDS,
FISCAL SUSTAINABILITY, HOUSING,
AND ECONOMIC DEVELOPMENT ASSESSMENT SUPPORT



TED KAMP

LELAND CONSULTING GROUP SENIOR ASSOCIATE

22 Years of Experience

EDUCATION

MA of Urban and Regional Planning, PhD coursework, University of Colorado

MS, Marketing (Consumer Behavior), University of Arizona

BA in Business Administration (with honors), University of Oklahoma

Ted Kamp provides market analysis in support of strategic land use decisions for public planners and private developers. Drawing on expertise in GIS, market economics, and demographic analysis, he incorporates user-friendly information designed to convey critical market intelligence to stakeholders. His work spans a variety of development and planning contexts including urban infill, economic development, suburban revitalization, impact analysis, and transit-oriented development. Recent client work has covered locales across the western and central US. In addition, he taught the Urban Market Analysis course for planning graduate students at the University of Colorado-Denver for five years. After receiving a BBA (with honors) from the University of Oklahoma and an MS in Marketing/Consumer Behavior from the University of Arizona, Ted provided research and strategic planning services for the Leo Burnett advertising agency in Chicago. He subsequently earned a Masters in Urban and Regional Planning (and completed PhD coursework) at the University of Colorado-Denver.

- Market Analyst, Demographic and Employment Dynamics, Comprehensive Plan Update and Development Code Rewrite, Albuquerque, NM, **City of Albuquerque & Bernalillo County (NM)**
- Demographic and Land Use Analysis, Small Area Forecasting, Comprehensive Plan Update, Auburn, WA, **City of Auburn (WA)**
- Lead Market Analyst, International Air Center Economic Feasibility Study, Roswell, NM, **City of Roswell (NM)**

LAND CAPABILITY
AND EXISTING LAND USE DEVELOPMENT LEAD



DAVID SCHUMACHER

DIGITAL SOLUTION ARCHITECT

8 Years of Experience

EDUCATION

BA, Colby College, International Studies

MA, Planning, University of Southern California

CERTIFICATIONS/ LICENSES/ MEMBERSHIPS

American Institute of Certified Planners (AICP) #305064

David Schumacher is a lead planner with WSP USA having more than eight years of experience. He is adept at providing planning services for multimillion-dollar initiatives, preparing feasibility studies, and alternatives analyses, and coordinating projects through the environmental review phase, with a focus on corridor studies.

- Lead Planner, Burbank Airport Station Area Plan, **City of Burbank, (CA)**
- Lead Planner, Los Angeles County Rail Network Integration Study, **LA Metro (CA)**
- Lead Planner, Westside Mobility Study and Measure M Multi-Year Subregional Program, **Southern California Association of Governments (SCAG)**
- Planner, Bristol Street Transit Corridor Study, **Orange County Transportation Authority (CA)**

URBAN DESIGN LEAD



JOHN LOUGHRAN, AIA, AICP, PP, LEED

SENIOR VICE PRESIDENT, LAND/URBAN PLANNER
NATIONAL URBAN DESIGN

30 Years of Experience

EDUCATION

MBA, Baruch College

MS, Architecture, Catholic University of America

CERTIFICATIONS/ LICENSES/ MEMBERSHIPS

Registered Architect: Washington DC, NJ, NY

AICP

LEED Accredited

American Institute of Architects

American Institute of Certified Planners

Urban Land Institute

Mpact (formerly Rail~Volution), National Steering Committee

John leads WSP's Urban Design and Placemaking Practice. He brings an expertise in urban development and master planning honed from his experience as an architect, urban designer and through his work for both public agencies and private developers. John utilizes an integrated approach to leverage transportation and other infrastructure investments to catalyze development to meet agency, developer, and community goals.

John understands the complexities of integrating mixed-use development with transportation while meeting community needs and market demands. John brings lessons learned from delivering equitable and sustainable projects across the US, with an approach that delivers a vision unique to each locality. His experience includes transformative projects such as developer's guidelines for the overbuild above Manhattan's Hudson Yard, a comprehensive master plan for the Dallas Convention Center and district that includes recommendations for transportation investments and a new TOD entertainment district, and Guidelines for Equitable Transit Oriented Development for the City of Raleigh.

- Urban Design Lead, Guidelines for Equitable Development Around Transit - Raleigh, NC, **North Carolina Department of Transportation (NCDOT)**
- Project Manager and Area Plan Task Lead, Kay Bailey Hutchinson Convention Center Dallas (KBHCCD) Master Plan and Transit Oriented Development Area Plan, **City of Dallas (TX)**
- Land Use Planning Lead, Feasibility Study for Land Use Master Plan at Sakonnet River Bridge Landings, Portsmouth and Tiverton, RI, **Rhode Island Turnpike and Bridge Authority (RI)**
- Project Manager, Capital Gateway Concept Plan - Hartford, CT, **City of Hartford (CT)**

DESIGNWORKSHOP



LAND CAPABILITY, EXISTING LAND USE DEVELOPMENT, AND URBAN DESIGN SUPPORT

CHRIS GEDDES

DESIGN WORKSHOP PRINCIPAL

20 Years of Experience

EDUCATION

MA, Urban & Regional Planning, Highest Honors, University of Colorado, Denver

BS, Civil Engineering, University of Colorado, Boulder

CERTIFICATIONS/ LICENSES/ MEMBERSHIPS

AICP #019464

Chris, a planner and urban designer, is driven by the desire to provide clients and community members a meaningful voice in the planning and design of public spaces. With over 20 years' experience, he believes that it is the responsibility of designers to draw out the desires of those who use public space, illustrate those desires in ways that all can comprehend, and engage stakeholders in a way that builds trust. Chris works on projects of all scales, from community planning to the detailed design of public spaces, and is particularly fond of projects that tackle social and physical challenges.

- Principal, Downtown Ogden Master Plan, **City of Ogden (UT)**
- Project Manager, Downtown Denver Parks & Public Spaces Master Plan, **Denver Parks and Recreation and the Downtown Denver Partnership (CO)**
- Principal, West Jordan and Midvale Station Area Plans, **West Jordan and Midvale (UT)**

DESIGNWORKSHOP



LAND CAPABILITY, EXISTING LAND USE DEVELOPMENT, AND URBAN DESIGN SUPPORT

JESSICA GARROW

DESIGN WORKSHOP LAND USE PRINCIPAL

15 Years of Experience

EDUCATION

Master of City and Regional Planning, Ohio State University

Bachelor of Political Science, University of Colorado

CERTIFICATIONS/ LICENSES/ MEMBERSHIPS

AICP

Lean Six Sigma Green Belt

Jessica is a community development professional with over fifteen years of experience and a proven track record of successful planning implementation and community engagement. She has effectively managed significant and complex projects and budgets, worked to craft innovative planning policies, and promoted sustainable comprehensive planning. Prior to Design Workshop, Jessica worked as a land use planner and Community Development Director for the City of Aspen. During that time, she worked on economic development plans, award-winning and broad community engagement strategies, the Comprehensive Plan and a number of overhauls to the Land Use Code.

- Principal, SLC Building Height and Pedestrian Code Revisions, **Salt Lake City (UT)**
- Principal, Ogden Downtown Land Use Code Update, **City of Ogden (UT)**
- Principal, San Miguel County East End Plan, **San Miguel County (CO)**



TRANSPORTATION LEAD

MATTHEW LONG

VICE PRESIDENT, DIRECTOR OF PUBLIC TRANSIT & PASSENGER RAIL

17 Years of Experience

EDUCATION

MA, Urban Planning
University of Kansas

BA, U.S. History
University of Kansas

CERTIFICATIONS/ LICENSES/ MEMBERSHIPS

Tennessee Public Transportation Association

Colorado Association of Transit Agencies

Colorado Electric Vehicle Coalition – Transit

Denver South Organization

Middle Tennessee Transit Alliance

AASHTO Technical Assistance Program (MTAP) Committee

American Public Transportation Association

WSP Global Academy for Rail & Transit

Matthew is a public transit lead expert, project manager, and urban planner with more than 17 years in the transit industry. He brings national experience working with agencies and DOTs across the United States and is a passionate transit advocate and user who has dedicated his career to transit planning, funding, and operations.

Prior to joining WSP, Matthew spent many years working as a strategic planner assisting transit agencies efficiently operate fixed route, demand response, and streetcar systems. He also led the State of Tennessee public transit office responsible for administering FTA grant program funds and providing compliance oversight of urban and rural transit operators. Matthew continues to expand his transit skills and expertise at WSP with consultative leadership and focus on transit communities and development, BRT corridor and alternative analysis, and capital grant programming.

- Transportation Lead, Utah Transit Authority (UTA) Headquarters Programming & Design, **UTA (Salt Lake City, UT)**
- Lead Planner, Federal Transit Administration (FTA) Grant Reconciliation, **Rock Region METR (Little Rock, AR)**
- Deputy Project Manager, Summerhill BRT Alternative Analysis, **Metropolitan Atlanta Rapid Transit (MARTA)**
- Transit Service Expert, Knoxville Broadway BRT-lite Alternative Analysis, **City of Knoxville (TN)**

PUBLIC & PRIVATE UTILITIES, PUBLIC SAFETY, SCHOOLS, PARKS & RECREATION, AND ASSESSMENT REPORT LEAD



AMY DICARLANTONIO, AICP, ENV SP, LEED AP BD+C

VICE PRESIDENT, URBAN AND ENVIRONMENTAL PLANNING

23 Years of Experience

EDUCATION

MSc, City Design & Social Science, The London School of Economics and Political Science

Professional development program in architecture/urban planning, Harvard University, Graduate School of Design

BA, Art History, Rutgers University

CERTIFICATIONS/ LICENSES/ MEMBERSHIPS

Certified Planner, American Institute of Certified Planners

LEED Accredited Professional (Building Design and Construction), Green Building Certification

Envision Sustainability Professional, Institute for Sustainable Infrastructure

American Public Transportation Association

WSP Global Academy for Rail & Transit

With more than 20 years of national and international experience, Amy DiCarlantonio has held a variety of roles including national practice lead for planning, regional manager, and program and project manager. She has a diverse portfolio of project experience spanning master planning and urban design, community resiliency, environmental planning, and federal planning for the Department of Defense. A certified planner, Amy specializes in sustainable development and incorporates forward looking strategies to enhance community resiliency in a variety of planning efforts. Much of her work has focused on the intersection of science and planning which promotes a holistic approach to planning with a specific emphasis on smart growth and community resiliency.

Amy is skilled at integrating various technical disciplines for unique planning and design projects. She has managed sustainability plans, master plans focusing on smart growth, site analyses, green infrastructure, transit-oriented development, and formulation of sustainable design guidelines and land use plans. As a LEED Accredited Professional, she also has created sustainable development frameworks that provide benchmark considerations for future environmentally responsible planning and site design work. Her background in sustainable design principles has informed her approach to resiliency planning and the crossover with emergency management. Throughout her planning career, Amy has led and supported various public participation and community outreach programs including developing programs for city and state clients.

- Project Manager, Resilient New Jersey Atlantic County Coastal Region (ACCR) - Regional Resilience and Adaptation Action Plan, **New Jersey Department of Environmental Protection (NJ)**
- Project Manager, Colorado Resiliency Framework, **Colorado Resiliency and Recovery Office (CRRO)**
- Planner, Colorado Resiliency Framework, El Paso Local Plan, **State of Colorado (CO)**

HISTORICAL & CULTURAL FACILITIES LEAD



TED ROBERTS, M.A., RPA

SENIOR ARCHAEOLOGIST

23 Years of Experience

EDUCATION

BA, Anthropology, Wayne State University

MA, Anthropology (Archaeology), Northern Arizona University

CERTIFICATIONS/ LICENSES/ MEMBERSHIPS

Registered Professional Archaeologist (67579909)

Secretary of the Interior's Professional Qualification Standards

New Mexico Archaeological Council

Archaeological Society of New Mexico

NM SHPO (CPRC) Principal Investigator/ Project Director

Arizona Bureau of Land Management Cultural Resource Use Permit (CRUP), Principal Investigator

Ted Roberts has more than 23 years of archaeological consulting experience across all regions of the U.S., including projects in 20 states. A Secretary of Interior qualified archaeologist and historian, Ted has managed hundreds of projects ranging from small surveys and monitoring projects to multi-year data recovery efforts- all in support of clients' goals. Areas of expertise include program and project management, technical writing, and cultural/heritage resource regulatory compliance at the federal, state, and local levels.

Formerly a cultural resources practice lead in New York City and southern California, and with specialties in the archaeological and regulatory environments of the American Southwest, California (CEQA), and Southeast U.S., Ted has abundant experience with project organization, implementation, and successful completion.

- Principal Investigator, North Tank Class III Cultural Resources Survey, **New Mexico State Land Office (Socorro County, NM)**
- Principal Investigator, Cultural Resource Inventory for the Bridge Replacement Over the Rio Grande/NM 500, **NMDOT (Bernalillo County, NM)**
- Principal Investigator, Cultural Resource Inventory for the NM 31/NM 128 Roadway Improvements Project, **NMDOT (Eddy and Lea Counties, NM)**
- Project Director, Lower Taos Canyon Cultural Resource Survey, **Camino Real Ranger District, Carson National Forest, (Taos County, NM)**

HISTORICAL & CULTURAL FACILITIES LEAD



JENNIFER HYRE

ENVIRONMENTAL & PUBLIC INVOLVEMENT (PI) LEAD

22 Years of Experience

EDUCATION

Masters Certificate Program, NEPA, Utah State University

BS Environmental Science, Juniata College

CERTIFICATIONS/ LICENSES/ MEMBERSHIPS

FAA Qualified Airport Wildlife Biologist

U.S. Fish and Wildlife Service Recovery Permit for NM, AZ, NV, and CA

Wetland Delineator Certification: NM

OTHER LANGUAGES

French (fluent)

Jennifer has managed multiple on-call contracts throughout New Mexico and specializes in multi-disciplinary environmental compliance, permitting, and mitigation needs for local government, public works, and land development projects. She has extensive experience with high-profile public involvement, environmental clearances, and cultural resources management. Jennifer and her local team developed NMDOT's first ever Public Involvement Guide under the existing statewide engineering on-call contract. This practical resource guide for agency and consultant staff promotes consistent and thoughtful planning for public involvement during project development.

- NM 599 and Via Veteranos Intersection, **NMDOT (Santa Fe, NM)**
- Project Manager, Environmental On-Call - NEPA Public Involvement Guide, **NMDOT (Statewide, NM)**
- Environmental & PI Lead, NM 500 Rio Bravo Bridge Replacement, **NMDOT (Albuquerque, NM)**
- Environmental Lead, Roswell Airport Wildlife Management Plan Review, **Roswell Airport (Roswell, NM)**



ENVIRONMENTAL STEWARDSHIP / NATURAL RESOURCES LEAD

JOANNA FRANKS

SENIOR ENVIRONMENTAL PLANNER

13 Years of Experience

EDUCATION

B.S., Fish, Wildlife, and Conservation Ecology; New Mexico State University

CERTIFICATIONS/ LICENSES/ MEMBERSHIPS

Wetland Delineation Certification, Wetland Training Institute

Hazwopper Certified

U.S. Fish and Wildlife Service Recovery Permit for NM

Yellow Billed Cuckoo trained and certified, U.S Fish and Wildlife Service

Southwestern Willow Flycatcher trained and certified, U.S. Fish and Wildlife Service

Rio Grande Silvery Minnow Permitted (Eggs)

Joanna has a background in Fish, Wildlife, and Conservation Ecology. She has extensive knowledge in New Mexico and the species within the rivers throughout the state. She has completed various surveys for wetland delineations of the Rio Grande and Santa Fe River. Joanna has experience coordinating with the USFWS, Interstate Streams Commission and US Corps of Engineers (USACE) in New Mexico, as well as other state wildlife agencies, watershed, vegetation surveys, wetlands, federal natural resources management plans, aquatic resources, and endangered species. Her unique experience includes BIA and Section 7 consultation, biological surveys, 401/404 CWA permitting, and Section 106 and tribal consultation for the following:

- Project Manager, NM 4/BIA EA and Section 7 Consultation, Biological Services, 401/404 CWA Permitting, Section 106 and Tribal Consultation, **NMDOT & Pueblo of Jemez (NM)**
- Environmental Project Manager, Tsayatoh Road/BIA EA and Section 7 Consultation, Biological Services, 401/404 CWA Permitting, Section 106 and Tribal Consultation, **Navajo Department of Transportation (NM)**
- Environmental Project Manager, Manuelito Road/BIA EA and Section 7 Consultation, Biological Services, 401/404 CWA Permitting, Section 106 and Tribal Consultation, **Navajo Department of Transportation (NM)**
- Environmental Planner, City of Santa Fe 2020 On-Call Design Services, **City of Santa Fe (NM)**



INSTITUTIONAL STRUCTURES LEAD

ERYCA DINSDALE, PE, PMP

SENIOR VICE PRESIDENT, ADVISORY SERVICES

25 Years of Experience

EDUCATION

BS, Civil Engineering, Carnegie Mellon University

Certificate in Public Management, Willamette University

CERTIFICATIONS/ LICENSES/ MEMBERSHIPS

Professional Engineer, Oregon (84332 PE)

Project Management Professional (30863)

Certified Change Practitioner (Prosci)

Lean Six-Sigma Certified

Eryca Dinsdale leads U.S. Advisory Service's Business Transformation national practice area. She has over 20 years of infrastructure experience, specializing in business improvements that drive organizational results with actionable options, recommendations, and implementation support. She is adept at understanding and then translating Agency goals and objectives with technical requirements and solutions.

Throughout her career, Eryca led teams and organizations across the asset lifecycle – leading successful programs and transforming service delivery. Before joining the firm, Eryca held executive positions in a state department of transportation and asset management positions at a large consumer-product corporation.

- Project Manager, Organizational Assessment - San Mateo County Express Lane Joint Powers Authority (SMCEL JPA), **SMCEL JPA (CA)**
- Organizational Assessment Task Lead, State-owned Express Lanes - I-5 between Tustin and Buena Park ConOps Development, **Caltrans (Orange County)**
- Project Manager, Agency-Wide Strategic Plan Update -Vision 2028, **Los Angeles County Metropolitan Transportation Authority (CA)**
- Project Manager, Wyoming Department of Transportation (WYDOT) Road Usage Charge Study - Organizational Structure Design, **WYDOT (WY)**

INSTITUTIONAL STRUCTURES SUPPORT



ROB DIADAMO

SENIOR DIRECTOR, ADVISORY SERVICES

26 Years of Experience

EDUCATION

MPA, Harvard University, Kennedy School of Government

JD, Boston University School of Law

BA, University of Virginia

CERTIFICATIONS/ LICENSES/ MEMBERSHIPS

Board of Bar Overseers, Massachusetts

Rob DiAdamo leads complex organizational and strategic planning efforts for WSP's U.S. Advisory Service's Business Transformation practice. As a former senior public sector executive and attorney, he achieves results in complex environments and understands the nuances of managing large, multifaceted organizations. Rob has over twenty-three years of experience in the public and private sectors focused on organizational improvements, transportation operations, and infrastructure projects, including over twelve years of leadership experience in senior policy, management, and legal positions in state government.

Prior to WSP, Rob served as the Executive Director for Commuter Rail at the Massachusetts Bay Transportation Authority, overseeing commuter rail and ferry operations. He currently teaches Local Government Law at Boston University School of Law.

- Task Lead, Hudson Bergen Light Rail Line - Procurement and Technical Documents, **New Jersey Transit (NJ)**
- Team Member, Communication Based Train Control – Interdepartmental Collaboration Plan, **New York MTA (NY)**
- Task Lead, Project Manager, Commuter Rail Service and Maintenance Assessment: Assessment of New Regional Commuter Rail Entity, **Dallas Area Rapid Transit (TX)**
- Team Member, Agency Strategic Plan Update, **Tampa Hillsborough Expressway Authority (FL)**

GROWTH SCENARIO PLANNING LEAD



SARA KHOEINI, Ph.D.

LEAD DATA SCIENTIST

13 Years of Experience

EDUCATION

Ph.D., Georgia Institute of Technology Transportation Systems Engineering

MS, Clemson University Transportation and Highway Engineering

BS, K.N.Toosi University of Technology Civil Engineering

OTHER LANGUAGES

Persian (fluent)

Sara Khoeini specializes in travel demand modeling and forecasting, with expertise in planning-based model applications, equity analysis, and systems dynamics. Before joining WSP, she served as an Assistant Research Professor of Transportation Systems at Arizona State University for five years. Sara obtained her Ph.D. from the Georgia Institute of Technology in Transportation Systems Engineering.

Sara has applied her travel demand model application and data analysis skills in planning projects including the San Diego plan update called Blueprint. She has also explored the application of Systems Dynamics as a data-driven scenario planning tool for Southern California. Her strong interest in equity led her to develop the Access Equity Calculator for SCAG ABM to connect accessibility-based equity evaluation to ABM systems. Beyond her professional roles, Sara is a committee member of TRB's AED20 (Urban Transportation Data and Information Systems) and actively participates in its equity group.

- Deputy Project Manager and Data Analytics Tasks Lead, Arizona Statewide Travel Demand Model (AZTDM), **ADOT (AZ)**
- Data Analytics Tasks Lead, Long Range Transportation Planning and Mobility, **Los Angeles Metro (CA)**
- Scenario Planning Task Lead, I-405 Sepulveda Pass Express Lane Feasibility Study, **Los Angeles County Metropolitan Transportation Authority (CA)**
- Main Analyst, Vehicle Miles Traveled (VMT) Generation Visualization and Analysis Tool, **Orange County (CA)**



IMPLEMENTATION & CAPITAL PROGRAMMING LEAD

ALFONSO HERNANDEZ

ASSISTANT VICE PRESIDENT, ADVISORY SERVICES

18 Years of Experience

EDUCATION

BS, Public Justice Administration, San Diego State University

Grant Writing and Management Certification, California State University, San Bernardino

Grants Management Certificate Program, Management Concepts

Alfonso Hernandez offers public sector grant experience, from pre-award to post-award, which includes grant writing, grants management and identify funding opportunities. Alfonso has worked for various government organizations at the local and regional levels. He is a subject matter expert in the field of government grant development, which includes federal, state, and local grants, and has a large portfolio of grant experience that addresses across each department for government organizations. Collectively throughout his career, Alfonso has secured more than 200 competitive grant applications in excess of $800 million, while maintaining a high success rate.

He is also a subject matter expert in grants management and ensuring agency-wide compliance with funding requirements for each respective funded project. He has led audit and sub-recipient monitoring efforts on both sides of the audit as a reviewer and recipient, including USDOT/FTA triennial reviews and ongoing monitoring of sub-recipients.

- Project Manager, Grant Writing and Administration Services, **Pinellas County (FL)**
- National Advisory Lead, FY 2021 – FY2022 US Department of Transportation (USDOT) RAISE Grant Applications, **USDOT**
- Project Manager, Arizona Department of Transportation (ADOT) Grant Writing On-Call, **ADOT (AZ)**
- Project Manager, Grants Management and Professional Services, **Golden Gate Bridge, Highway, and Transportation District (San Francisco, CA)**



IMPLEMENTATION & CAPITAL PROGRAMMING SUPPORT

PETER WALDT

DIRECTOR, COMMERCIAL PLANNING & DEVELOPMENT

41 Years of Experience

EDUCATION

MS, Public Policy Analysis (Quantitative Analysis and Economic Development), University of Rochester

BA, American History (Early American Economic History)

CERTIFICATIONS/ LICENSES/ MEMBERSHIPS

Region Plan Association: Member New Jersey Council

Peter Waldt is Senior Vice President with WSP USA Advisory Services. He leads WSP's efforts in Value Capture and Real Estate Transactions. He has significant experience in asset monetization and Transit Oriented Development transactions, particularly in creating the financial architecture of a project and land value capture. Further, he has lengthy experience in commercial lending and real estate finance, notably over 30 stadiums and arenas.

- Senior Director of Commercial Planning and Development, Non-fare Revenue Generation and Major Station Redevelopment Transactions, including Sunnyside Yard, Chicago, Baltimore, Philadelphia, New York, and Washington, DC, **Amtrak (Philadelphia, PA)**
- Director of Real Estate Development, NY Jets for the West Site Rail Yard/Stadium project and Forrest City Ratner/ Atlantic Yards project including Barclays Arena, **New York Metropolitan Transportation Authority (NY)**
- Director of Real Estate Development, Broward Commuter Rail South - Land Use and Economic Development Study, **Florida Department of Transportation (FDOT)**
- Director of Real Estate Development, Ft. Worth East Lancaster East Corridor & Subregional Study, **Texas Department of Transportation (TxDOT)**

EQUITY & INCLUSION LEAD



GABI BRAZZIL

SENIOR EQUITY CONSULTANT

12 Years of Experience

EDUCATION

BS Communications and Sociology, University of California - Davis

Gabi Brazzil co-founded the national professional services group Equity Center of Excellence at WSP, dedicated to supporting clients in practicing and delivering equity in community and infrastructure projects. Gabi specializes in integrating equity into technical decisions and policies, with a core competency in transportation planning. Gabi's national experience guides clients in building public trust, establishing measurable equity goals, making proportionate public investments, and identifying and distributing equitable project benefits in their locale. In addition to Gabi's technical background, Gabi is also trained in DEI leadership, earning a certification from the National Diversity Council Diversity First Program.

- Equity Lead, Link 21 Planning and Engineering Services, **Bay Area Rapid Transit (Bay Area, CA)**
- Equity Lead, Complete Streets Handbook, **Bay Area Rapid Transit (City of Milwaukee, WI)**
- Contract Manager, Equity Consulting Services, **Metropolitan Transportation Commission (Bay Area, CA)**
- Project Manager, District 12 I-5 Managed Lanes, Equity Study, **Caltrans (Orange County, CA)**

EQUITY & INCLUSION SUPPORT



SEAN SCOTT

SENIOR EQUITY CONSULTANT, URBAN DESIGNER

8 Years of Experience

EDUCATION

MCP in City & Regional Planning, Urban Design Concentration, University of Pennsylvania

BA in Urban Studies & Music, Brown University

CERTIFICATIONS/ LICENSES/ MEMBERSHIPS

American Planning Association

Sean is a Senior Equity Consultant and Urban Designer for WSP's Equity Center of Excellence and supports WSP's national Urban Design and Placemaking practice. Sean comes from a background in urban design, planning, and community development. He understands the relationship between the built environment and its effect on social integration, and the complexities of integrating mixed-use development and public spaces with transportation infrastructure, employing a sociologic approach for a more racially just, equitable, contextual, and responsive urban landscape. Sean specializes in developing equity approaches, with a focus in urban design and planning processes that tackle underlying inequities for more equitable planning frameworks and design visions. He has national experience serving as an equity coordinator and task lead on various projects crafting project approaches through an equity lens and developing equitable urban design strategies and visions that reflect community identity.

- Equity Coordinator, Transit-Oriented Development Roles, Visioning, Viability & Tools Analysis Study, **Connecticut Regional Council of Governments (CT)**
- Equity Lead, Near-term Public Realm Concepts, **Newark Penn Station (NJ)**
- Urban Designer, Elevate Transit: Zoning for Accessibility, **Metropolitan Transportation Authority (New York, NY)**
- Urban Designer, Equitable Development Around Transit (EDAT) Study, **City of Raleigh (NC)**



SMART CITIES LEAD

JACO CRONJE

DIGITAL SOLUTION ARCHITECT

16 Years of Experience

EDUCATION

Smart City Technology Design, MIT USA

BS and BE, Electrical and Computer, University of Cape Town, South Africa

CERTIFICATIONS/ LICENSES/ MEMBERSHIPS

Professional Engineer (RSA)

Certified Data Centre Professional (EXIN)

PMP

IEEE, SAIEE

Engineering Council of South Africa (ECSA)

OTHER LANGUAGES

Afrikaans (fluent)

Jaco Cronje is a digital solutions architect within WSP's Innovation Advisory practice. Having joined WSP in 2008, he brings with him a wealth of international experience in the fields of electrical, renewable, and digital engineering. He has pioneered numerous technologies across Africa in the Smart Cities space as well as Residential, Retail, Commercial and Leisure environments. As a registered electrical engineer with an extensive background in business consulting, Jaco brings clients and technologies together for unparalleled synergies.

Jaco works on the development of system architectures and deployment of enterprise level digital platforms, data collection, analysis techniques, facility cybersecurity and control strategies in the built environment to find business intelligence and operational efficiencies for our clients. He brings an attentive detail to every project he touches playing an intricate role throughout the entire lifespan of our projects from the advisory stage through design to contract administration.

- Digital Solutions Architect, Smart Integrated Building Management & Data Analytics System, **San Francisco International Airport (CA)**
- Technology Lead, One Central (Landmark), **City of Chicago (IL)**
- Technology Lead, The River Mile, Smart District (by Revesco), **City of Denver (CO)**
- Smart City Lead, City of Cape Town Smart City Strategy, **City of Cape Town (South Africa)**



MUNICIPAL INFRASTRUCTURE LEAD

LARISSA JAMES

SENIOR VICE PRESIDENT, ASSET MANAGEMENT BUSINESS ADVISORY

35 Years of Experience

EDUCATION

BE, James Cook University of North Queensland, Australia

CERTIFICATIONS/ LICENSES/ MEMBERSHIPS

Certified Benefits Realization Practitioner

Member of the Asset Management Council, Australia

ISO55000 Gap Assessment

Larissa James has 25 years of experience in asset management consulting within several sectors including rail and airport transportation; water; electricity and gas utilities in the United States and internationally. Larissa's experience spans the full range of asset management assignments including gap assessments, improvement plan development, and implementation within operations, maintenance, capital planning and delivery.

Prior to joining WSP, Larissa was a member of the leadership team at Aurizon Pty Ltd (AZJ). Larissa managed a team of over 30 professional staff responsible for improving operational performance through better asset management. She was responsible for implementation of the Asset Management Improvement Program, an enterprise asset management (EAM) system, asset data governance, decision support tools, strategic planning, asset investment planning, and risk management supporting both maintenance and capital delivery organizations.

- Principal, Asset Management Assessment and Improvement Plan, **Amtrak (nationwide)**
- Program Manager and Technical Director, Enterprise Asset Management (EAM) Program Business Partner Governance, **Port Authority of New York and New Jersey Enterprise Asset Management Division**
- Program Manager and Technical Director, Enterprise Asset Management (EAM) Program Business Partner Operations, **Port Authority of New York and New Jersey Enterprise Asset Management Division**
- Technical Director, Aviation Maintenance and Asset Management Best Practices, **New York/New Jersey**



MUNICIPAL INFRASTRUCTURE LEAD

SCOTT COGAN, PE, CQM

SENIOR PROJECT MANAGER & DIRECTOR OF TRANSPORTATION

24 Years of Experience

EDUCATION

BS, Civil Engineering, University of Missouri

CERTIFICATIONS/ LICENSES/ MEMBERSHIPS

Certified Quality Manager: US

Scott Cogan serves as a senior director of transportation in WSP's Kansas City, Missouri office and the civil lead for WSP's Kansas City, Lincoln, and Wichita offices. He also serves as the regional quality manager for WSP's Central Region, consisting of 13 offices around the Midwest. Scott has 20 years of design and project management experience in the civil engineering industry. He has experience in highways, bridges, municipal streets, design-build, and quality management.

- Civil Lead, Kansas City 2018 On-Call Planning Services, **Kansas City (MO)**
- Project Manager, KDOT On-call Engineering Services, **Kansas Department of Transportation (KDOT)**
- Quality Control Manager, Dallas Southern Gateway Design-build Project, **TxDOT**
- Project Manager, Interstate 49 Frontage Road Design Services, **City of Grandview (MO)**

WATER LEAD



REBECCA BORKER, MPA

VICE PRESIDENT, UTILITY MANAGEMENT
PRACTICE LEADER - WATER

27 Years of Experience

EDUCATION

Watershed Hydrology BS, University of Arizona, AZ

Master Public Administration, Seattle University, WA

Lean Six Sigma Management Green Belt, University of Washington

Rebecca Borker is leading WSP's Water Utility Management Consulting Practice in the Pacific Mountain West District. She is also the Branch Lead for the Pacific Northwest Branch of Institute of Asset Management – USA (IAM-USA). Rebecca is a strategic, collaborative leader and brings a wealth of knowledge and experience from working in the Public and Private Sectors. She is well-versed enhancing collaboration and partnerships with stakeholders across business lines to meet business needs. Rebecca is committed to meeting the needs of clients and the communities they serve by providing a future ready approach tailored for the client. This entails helping clients identify and address infrastructure and/or organizational issues by proposing realistic solutions that meet their current and future business needs/objectives.

- Technical Expert, Thurston County Storm, and Surface Water Utility Comprehensive Study, **Thurston County Public Works (WA)**
- Water Task Lead, Risk-Based Lifecycle Cost Alternatives Analysis, **City and County of Honolulu (HI)**
- Project Manager, Sewer Pipeline Condition Assessment Business Process, **Portland Bureau of Environmental Services (OR)**
- Quality Assurance and Control, Colorado Department of Public Health - Environment Lead and Copper Service Line Technical Assistance Program, **Colorado Department of Public Health (CO)**

2. ORAL PRESENTATION

WSP acknowledges and is prepared to conduct an oral presentation of our qualifications and plans if the City of Santa Fe requires.

3. MANDATORY SPECIFICATION

UNDERSTANDING & APPROACH

Santa Fe—*the City Different*—is comparatively ancient in America but its legacy goes back much further than what is classically understood to be Santa Fe's founding by the Spanish. Indigenous peoples have lived in Santa Fe and well beyond for millennia, shaping what is today and what it can be tomorrow. Other cultures have and continue to shape the city. Santa Fe is known for its historic downtown, the Plaza, arts community, natural setting and more. During the 20th century, it also developed much like cities across the United States, with production-built suburban neighborhoods served by roads designed for the automobile and unfortunately, exclusionary practices. It is the capital of New Mexico—the oldest capital in the United States—yet its economy is predominately tourism and government. There are vast economic disparities, a lack of attainable housing and limited mobility choices. Santa Fe is a wonderful, magical place that experiences challenges similar to many cities but its history, diversity and being Different gives it many opportunities other cities lack. An updated General Plan can help focus the community in heading toward a common vision to capitalize or create opportunities and innovatively solve challenges.

SANTA FE'S FY2023-24 BUDGET GOALS

- More and attainable housing
- Parks and neighborhood amenities
- Family-friendly and neighborhood focused
- Growth that is consistent with and protective of Santa Fe's way of life
- Sustainability as a watchword of the City
- Invest in supporting the workforce, growing opportunities for all
- A better future
- Sustaining innovations
- A just Santa Fe

It Is Time for an Overall Update and Focusing on Strategic Areas

Much about the 1999 General Plan undoubtedly remains valid and useful, but its vintage is still 1999—all agree it's time to comprehensively update the General Plan. Some changes will be applicable citywide. Others will focus on strategic areas due to opportunities, challenges and identified priorities. Both scales will be determined during the process—a process that WSP has designed to be highly effective in updating the plan.

Increasing Cultural Awareness

Santa Fe's Culture, History, Art, Reconciliation and Truth (CHART) process was and continues to be a pivotal epoch for Santa Fe that is still playing out because there is much to do. Updating the General Plan is part of that process of atonement and meaningful, tangible change to reflect Santa Fe's rich cultural tapestry, regardless of power and wealth. Too often General Plans focus on growth and development. Neither will be occurring across most of the developed city. A General Plan must be broader to maintain, enhance, mitigate, change, improve, and accommodate for today and tomorrow in a manner that is guided by Santa Fe.

Diversification to Inclusively Serve Diversity, Increasing Access to Opportunity

Like most American cities, Santa Fe needs more diversity of housing types in the right places and coordinated with more mobility choices. Both are critical, leading ingredients to increased economic diversity. No city is "built-out." Cities are always changing and some areas are well-suited to change. Some change is needed to seize opportunities and address challenges. How that change is sustainably and equitably accomplished is a key indicator for the success of this General Plan Update. A thoughtful process, backed by technical work and engagement with deep experience is what the WSP team provides to support the City.

Regionalism for Collaboration

Santa Fe has far-reaching influence, from Albuquerque to Los Alamos; Taos and Espanola; many pueblos; and the County and MPO. That represents a lot of potential resources warranting stronger collaboration. The General Plan can suggest what is possible, with an implementation plan and governance framework to facilitate regionalism. Transit and housing are two examples of how a regional approach can improve quality of life and advance a more just Santa Fe.

Stewardship, Wellbeing, and Resiliency in Harmony with the Environment

Santa Fe sits within a dry climate that is warming and drying. This has stressed water resources in particular today, with more stresses coming with a changing climate. WSP is a leader in resiliency, sustainability, and equity because we envision, plan, design, and deliver transformational infrastructure projects—actual projects, not theories that sit on a shelf.

A FEW THEMES IN OUR TEAM'S SCOPE OF WORK

Clearly Defined Process and Governance
Scenario Planning to Promote Consensus Building
Implementation to Drive Outcomes and Capital Programming
Digestible and Streamlined Document to Ease Everyday Usage
Technological Innovations Begin Now



INTRODUCTION TO PROPOSED ALTERNATIVE PROCESS

The RFP offered the opportunity for proposers to illustrate critical and strategic thinking by suggesting an alternative process. **WSP is proposing an alternative process, outlined in the table below, with a crosswalk table showing the relationship between the process in the RFP.** This process is proposed to allow a progression of steps to create the building blocks that can effectively result in consensus building. By aligning to a stepwise, building blocks approach, evident stage gates are defined to establish a clear milestone with interim decision-making. Deliverables and a readiness review are aligned to these stage gates at which the Planning Commission and Governing Body will be asked to confirm readiness to advance into the next step. This process also allows the project to potentially be completed much faster—2.5 years instead of four—because of its progressive characteristics, project management rigor and alignment with the public review process. This approach can and will still be coordinated with the Land Development Code (LDC) Update. It is important that the General Plan Update be completed timely due to its vintage, urgent need for updating and to support informing the details of the LDC Update, as the LDC is an implementation tool guided by the General Plan. General Plans are higher level documents, with less detail than land use codes, so it takes less time to complete. A four-year work program risks community fatigue, evolving issues, and missed opportunities. Interim LDC regulations can be deployed, pending completion of the LDC, to ensure linkage between the updated General Plan and eventual LDC update.

Table 1: Proposed Work Plan Steps	CY2024			CY2025				CY2026			
	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
STEP 1 Mobilization and Understanding											
STEP 2 Vision and Goals											
STEP 3 Scenario Planning											
STEP 4 Development of Preferred Plan											
STEP 5 Work Program and Funding Plan											
STEP → FORWARD Governing Body Action + Implementation and Evaluation											
STEP ↻ ONGOING Administrative Coordination + Engagement and Communication											

Table 2: Crosswalk to RFP Work Plan	Phase 1	Phase 2	Phase 3
STEP 1 Mobilization and Understanding	Task 1 Task 2 Task 3	Task 4 Task 5	
STEP 2 Vision and Goals			Task 7
STEP 3 Scenario Planning			Task 6
STEP 4 Development of Preferred Plan			Task 7
STEP 5 Work Program and Funding Plan			Task 8
STEP → FORWARD Governing Body Action + Implementation and Evaluation			Task 9
STEP ↻ ONGOING Administrative Coordination + Engagement and Communication	Task 1	Task 1 + Task 4	Task 1 + Task 4

FOUNDATION: THE FIRST BUILDING BLOCKS ARE LAID HERE

What's missing and where? Who is it for and how will it help them? What are we trying to deliver and how will it be provided?

These are excellent questions the RFP posits and are critical building blocks, along with the basics that demand attention in Step 1: Mobilization and Understanding.

STEP 1: MOBILIZATION AND UNDERSTANDING

This step is when the project is initiated, concluding the procurement process with a notice to proceed. Every step is important to advancing the General Plan Update with consensus. This step matters because it gets the project organized; undertakes an assessment to establish its purpose, need and potential with greater specificity; and identifies early guiding themes from which to support visioning and goal-setting. Foundational building blocks resulting from this step include:

- **Project Management Plan:** the playbook for undertaking the General Plan Update, which includes the scope of work, schedule, budget, organizational chart, decision-making and more.
- **Assessment Report:** a compendium that methodically studies existing conditions, trends, and themes using an evidence-based approach and further informed by public engagement.
- **Public Engagement Plan:** sets forth the strategies and tactics for communicating, educating and engaging myriad audiences.
- **Digital User Interfaces:** internal - and external-facing digital tools to manage, communicate and engage on the project.
- **Templates:** templates that provide a common communications vernacular for consistency and quality.

The revised General Plan must bring together multiple and overlapping goals in one comprehensive plan to capture the desired vision and choices related to Santa Fe's future. The plan will integrate transportation, housing and developments to meet community, economic, financial, and sustainability goals. To achieve the goals of the revised General Plan, we will build on past studies and plans tested against an understanding of existing conditions and analyze a full range of issues and challenges facing the City. The existing conditions and trends documented as part of this step will be the basis for an Assessment Report that will establish a baseline analysis of existing conditions. The WSP team will map and characterize existing conditions.

The **Assessment Report** will include the topics identified in the RFP and highlighted in detail herein, including from initial public engagement findings and the LDC Foundations body of work. It is important to have a clear understanding of what has already been accomplished in Santa Fe since 1999, the underlying fundamentals of the community, and how the General Plan Update can best address critical issues and opportunities. The Final Assessment Report will identify the following:

- Summary of existing conditions, trends and engagement findings,
- Identification of relevant planning issues in each subject area including issues identified through the public engagement process,
- Identification of short- and long-term needs and desires as defined by Santa Fe communities,
- Narrative description of steps that can be taken to address findings within each subject area, and
- Policy implications and recommendations for the General Plan.

The comprehensive Assessment Report will synthesize the analysis for each subject area, build upon the goals, strategies, and programs already defined, and incorporate the public engagement

input that will serve as a community atlas. As a community atlas the Assessment Report will serve as a base line of understanding and a foundation to inform Scenario Planning and the content of the General Plan Update. The policy implications and recommendations for the General Plan will be clearly defined as a chapter within the Assessment Report to ensure a clear transition between project steps and all existing conditions, trends, and engagement findings are incorporated into the General Plan Update.

REVIEW OF PRIOR PLANS & STUDIES & EXISTING POLICIES

As a starting point, the WSP team will review prior plans and studies provided by the client to understand the existing conditions and planning goals for the City. We will also review and summarize existing policies that will influence future growth and the feasibility of development. It will be important that the General Plan Update reflect prior decisions and public feedback rather than starting completely anew—respectful of the past and present. Based on this review and summary, we will identify opportunities, issues and summarize key findings that will be incorporated into or influence the recommendations in the General Plan Update.

BASE MAPPING

A crucial first step of the effort to update the General Plan involves gathering base mapping information to facilitate an analysis of existing conditions and trends. This foundational step is essential for understanding the current state of the city's infrastructure, land use, and demographic patterns, providing a solid basis for informed decision-making in the planning process.

To initiate this endeavor, our team will integrate existing geographic information systems (GIS), satellite imagery, and ground-level surveys (where appropriate) to create a comprehensive spatial database. GIS technology will play a crucial role in mapping and analyzing the spatial relationships among various elements, such as land use, transportation networks, public facilities, and environmental features. This comprehensive mapping effort will not only capture the static aspects of the city but will also incorporate dynamic elements, allowing for the examination of trends over time.

We will coordinate with City GIS staff to ensure the data and map templates are compatible with the City's existing GIS resources. Our team will employ ArcGIS Pro 3.x for data analysis and mapping, along with ArcGIS Online and other Esri products as needed. The robust base mapping will serve as a foundation for the existing conditions studies review and other remaining tasks.



CITY OF RACINE COMPREHENSIVE PLAN 2050
WSP uses GIS technology to map and analyze various elements.

REGIONAL TRENDS

An endeavor of this importance must be based on solid, factual market information so that the recommended typologies, development, preservation, and enhancement strategies are not just grounded in reality but are also credible and can be supported by a wide range of implementing partners and private investors.

We will prepare a thorough and objective citywide market analysis and forecast to ground the community conversation and visioning process and to form the basis of the resulting implementation strategy. The goal is to present a readable and engaging story of where Santa Fe has been, how it is projected to grow and change, and which external forces and trends are likely to shape its future. Information will make significant use of maps and infographics for use online, in print, and at presentations. Elements of the market and trends analysis will include:

- Mapping of existing uses and conditions
- Demographics (Census-based data) across all relevant indicators, showing historical trends and future forecasts where possible
- Real estate market conditions (rents, vacancy, absorption, etc.) for office, retail, hospitality, and residential uses
- Visitor behavior analysis (Placer.ai cell phone data)
- Post-COVID office and retail trends
- Impacts of regional, state, and national economic conditions on housing and commercial markets
- Housing demand for both rental and ownership (affordable and market rate)
- Opportunity site identification (vacant, underutilized)
- Planned/proposed projects



LAND CAPABILITY ANALYSIS

Using data available from the City and other public sources, we will prepare a land capability analysis to guide growth scenario planning and development capacity. This analysis will inform the public about areas within the city that are well suited to accommodate growth and change, and areas that should either be avoided or require significant coordination. Data layers that we will consider include:

- Topography
- Utilities and Infrastructure
- Agricultural Lands
- Rivers and Arroyos
- Surface Hydrology
- Flood Plains
- RailRunner Stations and Transit Stops
- Santa Fe Trails Bus System
- Bikeways and Trails
- Parks and Open Space
- Annexation Areas
- Airport Clear Zones
- Historic Boundaries



WSP provided engineering design and construction services for the Acequia Trail Underpass in Santa Fe to provide safe and efficient connectivity of the Acequia Trail. Services included a Detailed Evaluation of Alternatives Study, which evaluated feasible alternatives such as bridge, underpass and at-grade crossing options, preparation of the Type Selection Report to evaluate structural alternatives and select the final structural system for the underpass, preliminary and final design, and full construction management and inspection services.

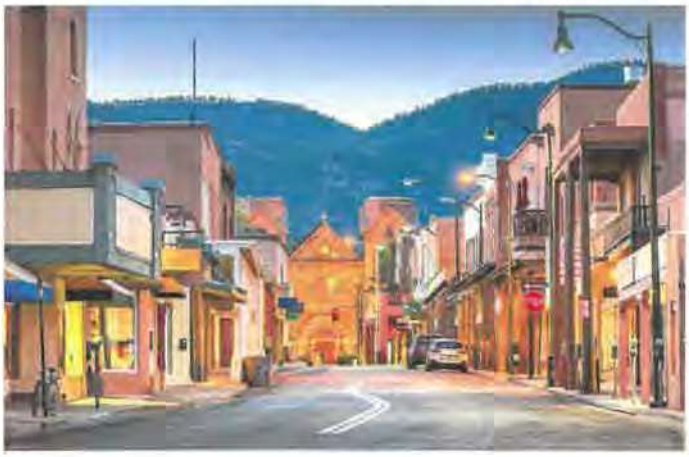
We engineered an innovative underpass structure to be constructed from the top down, incorporating prefabricated elements to speed up construction, minimize delays and disruptions to the public, and fit the design to site-specific conditions.

EXISTING LAND USE DEVELOPMENT

Santa Fe has grown significantly since the 1999 General Plan, and an analysis of what exists today is critical to determine how much land is available for potential new development, infill, and redevelopment. Our work will include an analysis of existing land uses and development, with a focus on understanding what exists today and what opportunities might be available. We will use available GIS data on zoning and land uses to map the existing development and use patterns, with a focus on identifying potential opportunity areas. Using the mapping and an analysis of the development code, we will identify infill and redevelopment opportunities that might exist. The Existing Land Use and Development section will be a comprehensive review of all land use types and will detail the amount and type of development that is possible under the existing adopted policies and regulations. The LDC update work products will also inform this section. We will couple this information with an understanding of the fiscal sustainability work our team is completing to provide a report that details opportunities for new development, including infill and redevelopment. This information will enable the city and community to begin to prioritize development types and locations in future engagement stages.

NEIGHBORHOODS

Defined by character areas, land uses, key transportation corridors, and existing neighborhood associations, we will develop an official Neighborhoods and Districts map for the City. This map will consider the built form, natural characteristics, development density, the positioning of land uses and their adjacencies, and other character elements that define distinct neighborhoods of the city. The Neighborhood and District map can be a useful tool in overlaying demographic and other data to determine defined areas of need in future policy and funding scenarios.



FISCAL SUSTAINABILITY

Our work will incorporate a fiscal sustainability strategy to ensure that the fiscal impacts of growth are captured and that proposed projects and initiatives are feasible. As with other aspects of the General Plan Update, this work is intended to be

educational and data-driven so that the visioning process is provided with objective data to inform growth alternatives.

Working closely with Santa Fe GIS and Planning staff, we will develop a baseline model to analyze various fiscal attributes of land and property throughout the city. As different attributes may be more or less useful to different parts of the planning process, we anticipate developing a flexible model that can be adjusted quickly to illustrate different fiscal dynamics. Likely attributes to be analyzed and mapped will include:

- Property value per acre (including both land and improvements), expressed as a value per acre;
- Improvement to land value ratio (to illustrate potentially redevelopable or underutilized land);
- Tax generation per parcel (incorporating tax-exempt properties) to illustrate fiscal impact to the city and other taxing jurisdictions;
- GRT and other employment-based data to understand the impact of business activity (as available from the state and aggregated to ensure confidential business activity is not disclosed);
- GIS mapping to illustrate patterns throughout the community, combined with land use, zoning, transportation, and other data layers to understand fiscal dynamics.

During Step 3, this data will further be used to enable the scenario planning to output fiscal impacts with each alternative.

URBAN DESIGN

This analysis will focus on elements that will contribute to Santa Fe's image as a great place to live, work and play. Public elements could include street character, street lighting, view corridors, and identity enhancement elements, including landmarks and gateways. Private elements could include parking treatments, development patterns (site planning criteria), and development character (building and landscape criteria). We will summarize the findings in an urban design analysis to understand the qualities that are unique to Santa Fe and identify the potential for placemaking. As part of this assessment our team will conduct a field visit and a visual survey. Site survey findings will be documented with maps, photographs and a short-written description.



An urban design assessment will investigate the existing built form, including the public realm, of key sectors, special planning areas, gateways, and other important districts to identify the characteristics that either support or detract from quality development, economic vitality, social vibrancy, and civic identity. This analysis will be used in public engagement to inform spatial qualities and building form that are important to the successful implementation of development types in different land use and character zones – specifically related to city character, sector, and special area planning. Items that we will catalogue in this assessment include:

- Urban forestry
- Streetscape composition (including materiality)
- Public art, lighting, and amenities
- Landscape
- Building height and scale
- Building articulation
- Plazas and civic spaces
- Utilities
- Street composition
- Natural areas and areas with potential for restoration into the natural environment

TRANSPORTATION

Since the development of Santa Fe's General Plan in 1999, the transportation network and connectivity has drastically changed. The range of mobility options, how transportation is used, and the need for more interconnected and responsive options for moving in and around Santa Fe have changed. It is important that the city is prepared to adapt with changing transportation needs and priorities and to leverage new transportation technologies and funding programs. This will help Santa Fe expand its network of safer, more affordable, and reliable mobility options that will also increase accessibility and ensure equitable access to community services and employment.

A review of existing transportation studies and plans identified by the City of Santa Fe (multimodal transition plan, bicycle/ped/transit plans, sustainability plan), along with the MPO's recent work on complete streets, will provide WSP with a solid understanding of the community's ideas and initiatives to expand mobility choices and create a more accessible city. A matrix will be created to ensure we integrate transportation recommendations with the goals and objectives of each existing plan and study.



The Cerrillos Road project from Saint Francis to Saint Michaels is a highly constrained corridor. The WSP team used a context sensitive design approach to prepare a complete streets solution that balanced safety, multi-modal needs, economic vitality, and environmental stewardship, including stormwater management. WSP was instrumental in forming a Project Study Team consisting of NMDOT, City of Santa Fe, Santa Fe Municipal Planning Organization, and consultant members to foster a holistic view towards meeting the needs of all agencies. Multiple public meetings and significant public and agency outreach efforts were part of the WSP efforts to date.

Using available data and material from the City, an inventory of the existing network characteristics will be compiled that can include streets and roadways, transit routes and stops, rail lines and stations, and bike and pedestrian pathways. Demographic and household trends data impacting transportation conditions will also be compiled and assessed using innovative and interactive web-based mapping applications. These tools assist us to identify travel conditions and to verify current transportation deficiencies and opportunities. From this analysis, our team will identify key performance indicators and develop improvement targets for the City to measure its mode-shift progress as it implements mobility and accessibility planning recommendations.

The **Transportation section** will be a comprehensive review and assessment of the city's multimodal transportation network that will provide a baseline of information on existing transportation conditions and services, and detail the key issues, barriers toward progress, and long-range transportation goals. The report will also provide specific data analysis and recommendations that are fiscally responsible and immediately implementable.

PUBLIC & PRIVATE UTILITIES

The General Plan Update will closely examine the intersection between growth policies and public and private utilities and services such as water, wastewater, electricity, and gas. Consistent with the 1999 General Plan themes, sustainable growth, quality of life, and affordable housing remain key considerations for the future of Santa Fe. Demand, quality, and availability of public and private utilities are primary considerations for new development and recommended growth patterns within the city. The existing conditions analysis will include a review of baseline conditions and projections to understand the availability and need for public and private utilities in different growth scenarios. Payment methods for future public and private utilities is an additional guiding consideration that will be examined. The utilities report will be comprehensive and future-focused, specifically with City of Santa Fe water, wastewater, and stormwater utilities.

Climate change and resilience are key trends related to the availability of water and energy sources in the near and short-term future. The city budget provides evidence to Santa Fe's commitment to sustainability and being at the forefront of renewable energy and forward-looking water planning including conservation and reuse. The transition to clean energy sources within New Mexico includes solar, wind, and geothermal. As detailed in the City of Santa Fe Water Storymap, climate change is expected to reduce streamflow and mountain snowpacks throughout the southwest. Since 1995, Santa Fe has had great success in reducing water demand through conservation even with a 25-percent increase in population served. Through a pro-active water management approach, Santa Fe prioritizes using surface water when available to preserve groundwater for drought conditions. Combined with the steady increase in demand through conservation, groundwater aquifers continue to recover from past practices of excessive pumping.

Today, water is provided to the city from four different surface water and groundwater sources. The existing conditions analysis will integrate key ongoing efforts within the city including the near-term 5-Year Water Conservation and Drought Management Plan and the Santa Fe Water 2100 – a long-term Water Resource Plan to provide a comprehensive view of Santa Fe's management of water resources. The intersection with other initiatives such as the Santa Fe Living River ordinance that supports the Santa Fe riparian corridor will also be documented. The Santa Fe General Plan Update will build upon past successes and develop a coordinated blueprint the reflects sustainable growth balanced with resource management.

WSP will identify all current utility providers (public/private) in Santa Fe, with an emphasis on City of Santa Fe water, wastewater, and stormwater utilities. WSP will review and compile any Utility System Plans and Public Works Capital Plans and comprehensively display/map the existing utility system area and proposed expansion and/or improvements necessary to accommodate growth and other updated policies. The Team will identify any inconsistencies in land use and growth projections presented in the various utility plans. In addition, the WSP team will identify proposed improvements from existing utility and capital plans to accommodate the growth and anticipated project completion dates.

We want to ensure that utilities are planned for expansion and improvements by identifying utility service efficiencies and gaps between existing conditions and proposed land use and growth projects. Our team can assist Santa Fe to holistically understand opportunities associated with utility expansion/improvements for projected land use and population growth by providing recommendations for potential project improvement/expansion opportunities between utilities to provide less public disturbance and identity potential multi-benefit projects.

Our team has experience in developing utility policies that are consistent with comprehensive plan policies. We understand how to work with existing water utilities to identify any conflicts or deficiencies in comprehensive plan policies that may affect successful utility planning and also identify utility policies that can inform comprehensive plan policies.

HISTORICAL & CULTURAL FACILITIES

Arts, culture, and historic preservation are of crucial importance to the City of Santa Fe. Santa Fe is a community that is rich in history and cultural diversity, with strong traditions and a distinctive sense of place. These elements collectively form the foundation of a unique identity. The local arts scene is a vibrant platform for creative expression, fostering a deep sense of community and driving economic development.

Historic preservation plays a vital role in maintaining the city's legacy, providing tangible connections to Santa Fe's past while shaping its character for future generations. The combined efforts in arts, culture, and historic preservation make a significant

contribution to Santa Fe's quality of life, creating a city that is dynamic, diverse, and deeply rooted in its history. As part of our scope of work, the WSP team will undertake the following tasks:

- Collaborate with ongoing initiatives, organizations, and City and State departments to prepare a comprehensive catalogue of existing and prospective arts, cultural, and historic resources across the city;
- Participate in the process of identifying, establishing, and assessing the viability of a possible Arts & Cultural District;
- Undertake an examination and valuation of historic resources, including a thorough review of the city's five historic districts and adjacent areas;
- Investigate and evaluate cultural, prehistoric, and paleontological resources; and
- Consider outcomes from the City's CHART process in the development of recommendations.



PUBLIC SAFETY

Public safety is a common thread that will inform recommendations and implementation policies in several of the General Plan Update elements. As defined in the city budget, safety is an overarching priority for Santa Fe. Multiple streams of revenue are available, including funds from the Federal government, to invest in safety initiatives alongside social, economic development and job training, and community health programs. Our team will take a comprehensive view in developing the Public Safety section by exploring the intersection of several themes as they relates to public safety such as social programs, the environment, community health, and economic development. A desktop review of plans such as the City of Santa Fe Office of Emergency Management 2018-2022 Strategic Plan and the Hazard Mitigation Plan will lay the groundwork for an understanding of public safety goals, strategies, and initiatives that will inform the development of the Santa Fe General Plan Update. The WSP team will document existing conditions and trends by incorporating input from key community health and safety stakeholders such as Santa Fe Police Department and Fire Department, Office of Emergency Management and Community Services. Stakeholder and public input will help identify critical safety needs and opportunities of the city as a whole and needs of specific neighborhoods and communities.

SCHOOLS

The Santa Fe Public Schools and overall education vision and direction should align with city growth strategies as they are outlined in the Sustainable Growth Management Plan and the General Plan Update. There are also several higher education institutions within the city such as private colleges and universities, public colleges and universities, and community colleges. These higher education offerings and campuses serve as important community resources and hubs but also require partnerships between the city and schools around planning topics such as quality of life, safety, housing, community concerns, and collaboration with community service organizations. Therefore, developing a **Schools section** will be critical to understanding the existing education conditions and trends within the community. The WSP team will complete a desktop review of the Santa Fe Public Schools Facilities Master Plan Update 2021-2026 to

understand recommended capital improvements and findings. For example, the Facilities Master Plan Update includes projections that indicate that excess classrooms will continue to grow over the next ten years.

Student population shifts from the north to the southwest sectors create facility demands in the south. Transfers into the older, northern schools remain high, so the schools are utilized well in the north. Traditional middle schools and high schools are underutilized, while alternative schools continue to show an increase in demand.

In addition to obtaining input from Santa Fe Public Schools, our team will also engage with higher education institutions and other alternative schools such as charter schools. The Santa Fe Public Schools (SFPS) is undertaking a Reimagining SFPS initiative that will also provide insight on important trends to consider when developing recommendations and implementation policies. The initiative has already highlighted several themes such as the need for community schools, the importance of bilingual programs, wellness, the intersection with outdoor learning and cultural programs, and transportation mobility.



PARKS & RECREATION

A comprehensive **Parks and Recreation section** will link to several General Plan themes and existing conditions such as environmental stewardship and habitat preservation, expansion of biodiversity, arts and culture, equity, sustainable growth and provision of services, community resilience, and the role of open space within future land use and development plans. The City has over 100 existing park facilities and 170 miles of trails. The Parks and Recreation evaluation will be informed by the final Planning Area Boundary for the City's General Plan Update and the recognition that Santa Fe is home to significant landscapes throughout the County that offer a range of recreational opportunities. A desktop review of plans such as the Santa Fe County Open Space, Trails, and Parks Strategic Management Plan (2019), Open Land and Trails Plan (2000), and the Open Space Management Plans will lay the groundwork for an understanding of the existing conditions of the parks and open spaces within the broader Santa Fe region. Understanding the future goals and initiatives within the region will inform the development of the Santa Fe General Plan Update.

Over the past 20 years the Santa Fe Open Space, Trails and Parks Program (OSTP) has moved from acquisition to resource management and providing meaningful experiences for residents within the region. Santa Fe strives to be a national leader in conservation, innovative land management, and the provision of exceptional recreation opportunities. While open space conservation remains a key priority so is the importance of providing access to open spaces, trail connections, educational programming, and context-sensitive and sustainable property management. There is also the recognition that open space, parks, trails, and recreational facilities should reflect the regional needs and user patterns within Santa Fe as they are defined in four management landscapes – El Norte, El Centro, Galisteo, and Estancia.



This understanding will be overlayed with relevant themes from the Santa Fe Sustainability Plan such as enhancing the connectivity of greenbelt and habitat corridors, watersheds and parks, and stormwater management through green infrastructure. Community Plans within Santa Fe County also document goals for open space, trail connections and environmental conservation at the community scale. Several goals and strategies within the Sustainable Growth Management Plan are also linked to parks and recreation such as community-based stewardship, education and outreach related to natural and cultural resource protection, and coordination and partnership with other landowners. Collaboration is a key theme with neighboring Pueblo of Tesuque, Hyde Memorial State Park, and federal land agencies such as the Santa Fe National Forest and the Bureau of Land Management (BLM). Management of shared borders, species, habitats, and recreation impacts is emphasized in the Santa Fe National Forest Plan. The BLM Taos Resource Management Plan recognizes the need for coordination with Santa Fe on a broader landscape-scale management approach for recreational access and biodiversity since BLM property borders several Santa Fe County Open Space properties. Collectively, these concepts and trends will be outlined in the Parks and Recreation analysis to inform the General Plan Update and provide a comprehensive and balanced approach to recreational needs and opportunities, future land development and landscape conservation.

HOUSING

LCG prepares analyses to support community housing elements as part of general and comprehensive plans for communities across the U.S. More recently, in response to the housing affordability crisis, this work has expanded to include housing action plans, which expand upon the assessment of existing conditions and needs to include strategies to encourage housing production, a broader diversity of housing types, and affordability that better matches the incomes of area residents and workers.

As part of this task, LCG will complete the following:

- Analyze population and employment trends, with documentation of projections.
- Quantify existing and projected housing needs for all income levels, including extremely low-income households, with documentation of housing and household characteristics, and cost-burdened households.
- Collect data on type, size, cost, and age of housing in the city. Collect data on rental properties (e.g., type, size, cost, and age) and percentage of housing stock.
- Review and evaluate the current housing element and other policies regarding housing, including an evaluation of success in attaining planned housing types and units, achievement of goals and policies, and implementation of the schedule of programs and actions.
- Review the effectiveness of current programs, development regulations and permitting processes related to housing development.
- Review land capacity analysis and ability of existing zoning to provide for housing needs and all income brackets.
- Identify areas that may be at higher risk of displacement from market forces.
- Conduct research and assemble findings following the most current New Mexico legislative policies related to housing.

ECONOMIC DEVELOPMENT ASSESSMENT

Our partner, LCG, understands development economics and the market realities of economic prosperity. Whether operating at the citywide level or addressing downtown Santa Fe or a specific neighborhood, we will ensure that goals and policies pertaining to housing and economic development are implementable and feasible. Our analysis will specifically address issues that are relevant to Santa Fe given its role as a state capital and tourist destination.



These issues include:

- Preserving and enhancing Santa Fe's cultural authenticity while capturing economic opportunities to provide family wage jobs to its residents;
- Enhancing and sustaining the downtown as a community amenity and economic driver;
- Nimbly navigating rapidly changing economic trends in ecommerce and industrial development to maximize job and investment opportunities;
- Understanding the role that affordable housing plays in maintaining an economically competitive city; and
- Other issues and strategies that emerge from the community visioning process.

As with the population and demographic trends analysis completed earlier, we will prepare a thorough baseline data set that tells the story of Santa Fe's current economy, where it has been, and where its future opportunities lie. This work will include a detailed assessment of:

- Employment trends;
- Major industries and employers;
- Key opportunities for job creation and growth;
- Key indicators such as education, wages, unemployment, industry clusters, and other data points; and
- Emerging trends that impact economic vitality such as the rise of ecommerce, demand for warehousing and distribution, work-from-home impacts on office demand, and the role that housing unaffordability plays on business recruitment and success.

ENVIRONMENT STEWARDSHIP/ NATURAL RESOURCES

Santa Fe's General Plan developed in 1999 supports the overall message of Natural Resource Conservation of the time, however, in 2023 these ideas have evolved and grown. The City of Santa Fe is an environmentally friendly community, and it is imperative that the city is prepared to adapt to the protection and conservation of biological and natural resources, visual resources, natural landscapes, and landmarks. Doing so will aid the City of Santa Fe to be more environmentally conservative and conscious. Biological and habitat conversation has grown, with our ever-evolving world, to include permitting, management, and mitigation of natural resources, clean waters, visual and sound responses, threatened and endangered species, air quality, and how the public is responding to these changing challenges.

A review of existing natural resource management, conservation policies and plans identified by the City of Santa Fe (quality of life and sustainable growth) will provide WSP with a solid base of the community's ideas and initiatives to expand the growth of environmental stewardship and natural resources management.

A review of the existing general plan, existing natural resources management, and conservation policies will allow WSP to advance a new City of Santa Fe General Plan that is constructed around the habitat and biological communities within Santa Fe. The new plan will allow Santa Fe to lessen their development impacts to biological and cultural resources.



This section of the Assessment Report will be a comprehensive review and assessment of the city's environmental community that will provide a baseline of information on existing natural resources habitats, communities, wetlands, land use and use those concepts to create a centralized general plan with the modern practices and policies. The Report will also provide specific data analysis and recommendations that are fiscally responsible and immediately implementable.

SMART CITY *VALUE-ADD*

WSP's Smart-City technology team will participate in city planning charrettes and lead all technology and data-driven conversations to help in WSP's understanding of existing conditions. This helps us to develop future integration opportunities which enhance resident experiences and operational efficiencies for the City.

The goal of these charrettes is to understand current operations, dataflows, ownership of data, identification of operational data, process pain points, shortcomings of data management/ collection, and future goals for data sharing, integrations, and information access.

For the Assessment Report, WSP's Smart City Team aims to clearly outline, through charrette outcomes, the opportunity data presents to the City. Outcomes dependent, we expect to present the City's desired improvements in data quality and the potential information sharing practices have for the City in terms of automation efficiencies.

This will begin with a distillation of charrette results and a review of existing documentation, including select City plans listed in the RFP. Further to the workshops, the WSP Smart City Team will request the following documents in its review of City documentation as well: City Data Management Policies, IT infrastructure documentation, cybersecurity policies, smart city initiatives, and the City network architecture, if these exist. **Altogether, the charrettes and documentation review will provide a foundational understanding into workflows, challenges, and needs.**

Based on this understanding, our team will summarize the data collection methods and information sharing landscape to outline the specific strengths and opportunities in the existing City organization. By further delving into data security measures required for compliance and ongoing smart city initiatives, the assessment will capture a holistic picture of the City's current technological and operational state.

This summary will become an assessment of current gaps in data collection practices, information sharing protocols, and the level of automation in department workflows. The gap analysis will identify areas requiring improvement, setting the stage for strategic recommendations aligned with the City's overarching goals in modernizing its General Plan Update.

Importantly, the Assessment Report will begin to answer the pivotal question posed by the City: **"What's missing & where?"**

Ultimately, the Assessment Report serves as a valuable guide for targeted enhancements across the City's data sharing and information access landscape.

MUNICIPAL INFRASTRUCTURE & ASSETS

WSP showcases its proficiency in municipal infrastructure through a comprehensive approach to asset management programs. In response to the evolving demands on urban infrastructure in rapidly growing cities, we collaborate with municipal agencies to conduct thorough asset management maturity assessments and formulate strategic directions for enhancing their asset management programs.



WSP's capabilities extend to the development of maturity assessment reports, synthesizing key findings and proposing improvement actions based on stakeholder consultations. The firm plays a pivotal role in crafting asset management improvement roadmaps, outlining high-priority initiatives for implementation over the short and long term. These roadmaps include detailed work plans for prioritized initiatives and overarching schedules for their phased implementation.

A significant aspect of our expertise lies in establishing Strategic Asset Management Plans, providing clear guidance for municipal agencies, and steering the evolution of their asset management programs. Additionally, our team facilitates strategy and visioning sessions, fostering discussions on current asset management drivers, defining goals and objectives, and delineating long-term desired outcomes.

The outcomes and benefits of our collaborations are transformative. They lead to a cohesive understanding of asset management visions, goals, and objectives across organizations, aligning strategic goals with asset management activities. This approach enhances accountability and transparency in decision-making, ensuring the responsible and sustainable allocation of resources.

Our contributions lead to the establishment of clear roles and responsibilities within asset management programs, fostering engagement and ownership of activities, and promoting a culture of collaboration and consistency. The projects contribute to increased consistency in how assets are managed, enabling systematic evaluations of asset conditions and needs.

Our team's expertise in municipal infrastructure shines through its collaborative efforts, demonstrating a commitment to advancing asset management practices, optimizing resource allocation, and fostering a culture of accountability and collaboration for the benefit of urban communities facing rapid growth.

INSTITUTIONAL STRUCTURES

The new plan must foster regional collaboration, represent a wide and diverse-cross section of residents and be ready to be implemented to address the challenges the Santa Fe region faces today and may face tomorrow. The updated plan needs to foster collaboration among all of the parties who are under its umbrella – both its regional partners and internal agencies and departments. It should make the region's goals and vision - and the corresponding projects that would flow from those goals and visions -- so clear, understandable, and actionable that Santa Fe will become a stronger candidate for many of the discretionary federal funding programs that are flowing from the recently passed infrastructure and climate bills.

However, a plan is really just paper on the shelf unless the parties responsible for making it a reality have agreed to the overarching goals; a clear

delineation of roles and responsibilities; and there is agreement about how decisions will be made. We know that Santa Fe is looking for a plan that can – in practical and real-world terms – address the community's challenges. Therefore, we believe that it is essential to develop buy-in and get the processes right on the front-end – it is better to take the time to define goals and objectives so there is clear understanding of where the process needs to go than to start searching for solutions that do not necessarily meet the ultimate goals of the city. We look forward to working with Santa Fe and its partners and stakeholders on a process that guides the development of the General Plan update and improves collaboration and decision making among the regional entities who are crucial to the city's success and within the internal agencies and departments who are responsible for the development and delivery of the city's plans and programs.

First, the key regional players and stakeholders must be brought together to agree upon a shared vision and goals that will inform their collaborative regional approach to problems. Solutions rarely end at convenient political boundaries, and we need to ensure that the region is working in a unified manner to set goals and priorities. As part of the process, we could also explore current decision-making structures and recommend improvements or enhancements as appropriate. We will work with the Santa Fe Project Manager to identify the key stakeholders, but recognize that this should include local, regional, state, and federal agencies who are essential to delivering funding and projects.

Second, it is also essential that all relevant Santa Fe agencies and departments are also working from a common understanding to ensure that the vision is at the forefront and remains implementable and actionable. There are various key departments, such as Public Utilities, Public Works, Community and Economic Development, and Community Health and Safety that have a role in determining which projects can and should move forward in the city. We want to work with the departments to make sure that from a capital planning and programming perspective, there is a common agreement with and appreciation of the goals of the process, so that everyone understands the direction that the city wants to go in and decisions are made through that lens.

Third, developing a governance model is not just an end-product to be used, there needs to be a process to manage the actual preparation of the update to the General Plan.

- How will decisions be made?
- How will competing interests be prioritized?
- How will voices be heard and decisions be made?

As part of the process, we will partner with Santa Fe to ensure an inclusive process that delivers an updated General Plan that meets the goals of the community and can then be acted upon.

DIGITAL USER PLATFORM

WSP proposes the development of a digital spatial platform to be the main gateway for stakeholders and the public to access mapping related information from the General Plan Update. Additionally, the platform will feature a dedicated engagement section (sometimes referred to as online civic engagement), strategically positioned as the hub for digital interactions related to the Planning Department. This section will facilitate public input, and surveys, fostering a sense of community involvement in the planning process. The integration of interactive tools, such as mapping widgets and comment features, will enable users to provide feedback directly on the platform, ensuring a more inclusive and participatory approach to city planning. The primary objective is to streamline access to key spatial information, enhance communication, and promote transparency.

The heart of this solution lies in the development of a user-friendly online portal that serves as the digital gateway to the General Plan. Leveraging Esri's cutting-edge GIS capabilities, our platform will provide an intuitive and visually engaging interface for users to explore the General Plan in a spatial context. Users, including city staff, stakeholders, and the public, will have the ability to navigate through different layers of information, accessing key details related to land use, infrastructure, and socio-economic data.

PLATFORM ARCHITECTURE

The platform will be built using an ArcGIS Hub Site connected to the city's existing ArcGIS Online or Portal instance. This setup will allow the city to share web maps and applications highlighting key aspects of the GPU and other planning related data along with a mechanism to share spatial datasets with stakeholders. Key aspects of the development of the Hub site include the creation of the hub site itself, a web mapping application to view the GPU and other spatial data layers, and a data portal for users to access and download specific data layers from the city. This innovative platform aims to enhance transparency, collaboration, and engagement among staff, stakeholders, and the public, while providing robust backend capabilities for efficient management by the Planning Department. On the backend, our proposed solution includes a robust, ArcGIS Dashboard designed specifically for City staff. This interface will empower staff members to run reports, analyze engagement data, and manage the platform efficiently. The backend system will be equipped with advanced reporting tools, data visualization capabilities, and user management features to streamline administrative tasks and enhance the overall effectiveness of the Planning Department's operations. To achieve this, WSP will undertake key tasks:

PRELIMINARY DATA AND SYSTEM ASSESSMENT

First, an in-depth assessment of the existing system will be conducted to evaluate the current infrastructure, spatial datasets, stakeholder needs, and future goals of the site. Included in this assessment will be determining how existing city datasets will be migrated into the platform at the parcel level. Collaborating closely with the planning department, WSP will gather requirements and define clear goals for the Hub site. The process will involve interviews with planning department staff and benchmarking against industry best practices. Based on the assessment, WSP will gain insights into the department's unique needs.

STRATEGIC ROADMAP

Following the needs assessment, WSP will create a strategic, phased roadmap for the Hub site and spatial data management within the department. This roadmap will guide the development of key data layers and the Hub site, ensuring that the GIS system is developed in a way that provides lasting value to the city and supports its long-term vision for developing and sharing planning related spatial data, within the budget available for the General Plan Update.

DEVELOPMENT OF THE HUB SITE AND MAPPING APPLICATIONS

Next, the design and development process will commence, ensuring that the site is user-friendly, secure, and efficient. Regular communication with department staff will be key to ensuring development is responsive to evolving needs. By establishing this central portal, both city staff and the public will benefit from improved access to essential information, fostering a more informed and engaged community.

Several of the maps currently available on the city's GIS Services and Products website could be combined into a parcel and zoning application, which would give members of the public a single-stop application for viewing essential property details such as the situs address, Assessor's Parcel Number (APN), assessed value, zoning classification, land use information, planning zone updates, and demographics based on Esri Tapestry Segmentation data. Customized pop-ups will contain links to the city's other information systems, such as tax cards or assessor's databases as appropriate. The aim of this application is to enhance efficiency and improve public interactions with parcel and zoning related data.

DATA UPDATE AND LINKING

The development of a Hub site and primary mapping application are only useful insofar as the underlying data is of high quality and is kept current. To achieve this, several key actions will be taken. First, WSP will review existing workflows to make sure that the data layers feeding the applications are maintained and current. This will be done in a way that minimizes disruptions to the city's existing workflows by automating data transfers or data enrichment as much as possible.

Second, integrating data from different sources is crucial for maintaining consistency. WSP will design

mechanisms to synchronize parcel and zoning data seamlessly. For example, when a property undergoes rezoning, the app will reflect this change promptly within the attributes of the parcel data and/or web application popups related to a given parcel. Similarly, any modifications to parcel boundaries or land use classifications will be synchronized across relevant systems to the extent feasible.

Third, quality assurance measures will be implemented to validate the accuracy of updated data. This includes cross-referencing information with official records, conducting spot checks, and flagging discrepancies promptly. The goal is to provide reliable data to city staff, developers, and the public, ensuring informed decision-making.

Finally, WSP will explore opportunities to link related datasets beyond parcel and zoning data. For instance, integrating property tax records with parcel information can enhance financial planning and revenue forecasting. Similarly, connecting zoning data with environmental factors (e.g., flood zones, soil quality) can inform land use decisions. By prioritizing data accuracy, synchronization, and integration, WSP aims to create a robust foundation for future applications and informed urban planning within the City of Santa Fe.

EXPAND FOR ADDITIONAL APPS IN THE FUTURE

WSP recognizes the need for scalability and adaptability in the City of Santa Fe's digital infrastructure. To prepare for future applications, WSP proposes that the Hub site be designed with flexibility in mind. Its architecture will allow for seamless integration of new mapping applications and features. By utilizing an ArcGIS Hub site and the city's existing ArcGIS Online and/or Portal instances the site can accommodate diverse functionalities without locking the city into the use of custom applications. Additional applications or sections of the Hub site can be introduced as needed to expand functionality and address new audiences. By adopting these principles, WSP aims to create a future-ready digital ecosystem that supports the City of Santa Fe's growth and enhances public services. By combining Esri technology with a user-centric design and comprehensive backend functionality, our proposed digital platform is poised to elevate the city's planning process, making it more accessible, engaging, and efficient for all stakeholders involved.

PUBLIC ENGAGEMENT PLAN

From our staff's participation in community organizations to our planning and design work, WSP has built strong connections with small businesses and community relationships over the many years we have worked in and around Santa Fe.

Our team's approach seeks to incorporate community voices throughout the planning process to develop a vision that strives for equitable and sustainable policy choices that result in a vibrant and vital future for Santa Fe. As a local firm and with our communications and public involvement lead living and working in nearby Albuquerque, WSP is deeply invested in New Mexico communities, including Santa Fe and its diverse neighborhoods. Our team's approach is inclusive, imaginative, interactive, and centered on building relationships with community partners (CBOs). Our approach focuses on forming neighborhood-specific engagement efforts to put community first and elevate the voices of those historically underserved or excluded from planning processes. To truly co-create a general plan with the community, we will complete the following steps, which are further defined in the subtasks that follow:

- Prepare a Public Engagement Plan and equity strategy that outlines open, transparent, and multi-path communication to engage equity-priority communities, key interested parties, and the broader community.
- Include equity throughout the process by working with the community to develop an equity analysis. Establishing equity goals will help guide the planning process and support equitable outcomes.
- Form a network of compensated Community Partners to lead neighborhood-specific engagement approaches.
- Develop a project-specific brand identity and communications materials, including creating a Social Pinpoint Hub to advance the City's engagement efforts.
- Engage the broader community through

visioning workshops, events, and community conversations.
- Prepare a community engagement and involvement/lessons learned summary and accountability matrix that captures all comments, evaluations, lessons learned, and input throughout the process. This will contribute to the City's future efforts and support long-term capacity building.

COMMUNITY PARTNERS

A key aspect of our engagement approach is developing relationships with Community Partners to provide consistent and meaningful input through all stages of the planning process. To identify the Community Partners, we will focus on the neighborhoods and districts identified and outlined in Step 1. Community Partners will be considered based on an examination of the existing neighborhood associations and networks, community-based organizations operating on the ground, potential growth areas, and the need to include voices that have historically been excluded from planning processes. We anticipate approximately ten to fifteen Community Partners being identified to help the project team better pinpoint distinct community characteristics and challenges from a grassroots level. Working with Community Partners who understand the Santa Fe tradition and historical and current challenges of neighborhoods will aid in recruiting members, including equity representatives, to participate.

Community Partners will be selected and compensated (compensation to be determined based on PEP and is funded separately of this project budget) based on their relationships and ability to represent and engage equity-priority communities and elevate their voices. The Community Partner selection process and compensation plan will be defined with the City at Project Kickoff in Step 1.



With the support of the public engagement team lead, the Community Partners will be responsible for leading outreach meetings or events, framed as "Community Conversations," in each of the neighborhoods. The Community Partners will help ensure communication materials are written in layperson's terms, use language and graphical communication appropriate to the audience, and meet the City's standards.

With the help of the Community Partners, we will seek perspectives that represent diverse interests and groups such as:

- Modes of transportation (pedestrian, ADA interests, bicycle, public transit, freight, automobile)
- BIPOC communities and businesses
- Social justice
- Neighborhood associations
- Economic development
- Arts and culture
- Urban design
- Environmental quality
- Housing groups and organizations
- Youth, LGBTQ+, and elder perspectives
- Accessibility and disability inclusivity

INTEGRATING EQUITY

To enhance our approach to existing conditions, the equity team will identify equity focused communities in Santa Fe and assess their baseline, the distance between their baseline and vision, and the priorities of their vision. We understand that equity communities often experience underrepresentation, underinvestment, being overburdened, and less resiliency to neighborhood change, and the legacy impacts of these experience may lead to a different baseline, vision, and priorities than greater Santa Fe. We also recognize the value of culture, economic contributions, diversity of thought, and other characteristics that define equity communities beyond disparities or disadvantages. First, we will review local resources provided by City Staff and conduct our own research to produce an equity analysis that identifies equity communities. This includes a quantitative element like data indicators, using tools like USDOT Transit Disadvantaged

Communities and the Climate and Economic Justice Screening, and a qualitative element that summarizes local historical context that contributed to existing conditions, and public input on their lived experiences with current infrastructure, and related programs, and policies.

The equity team will collaborate with the public engagement team to leverage the equity analysis and the requested Neighborhoods and Districts Map to inform a neighborhood-level public engagement plan. Neighborhood-level public engagement will capture insight specifically from equity communities to develop a Neighborhood Equitable Vision & Needs Assessment. Inclusive public engagement and meeting people where they are will allow us to empower and amplify diverse voices, including the Asian, Black, Hispanic, Spanish, and Native communities, as well as Santa Fe's thriving arts community. The assessment will address key areas of quality of life including housing, economic development, transportation, public safety, parks and recreation, and other themes consistent with the broader existing conditions work. The input will be organized into near, mid, and long-term goals so the City can plan for quick wins and long-term commitments that will build public trust.

Based on community conversations and our own research, the equity team will develop a community assets map layer that can be overlayed on the Neighborhoods and Districts Map. Community assets can include places of worship, green spaces, community centers, public art, libraries, health care facilities, and more that offer sense of belonging, livability, and comfort. Mapping community assets can identify places and spaces to preserve and show gaps in these offerings in some neighborhoods compared to others. The City can use this data to support development without displacement, create connected infrastructure leveraging existing nodes, and prioritize funding.

The equity team will play an advisory role in public engagement. For example, the equity analysis will allow us to set a goal for representative participation in public engagement based on the diversity in the Santa Fe. This will help set a success metric beyond the volume of engagement efforts. The equity team will make recommendations of community leaders and organizations that represent equity communities and guide the structure for their compensation. They will also coordinate with the technical team on what content to share with the community, a format for that content that is equitably understood, and follow-up post-event to ensure input is used in refinement and decision-making.

Building an equitable, comprehensive plan requires more than just looking at maps and data. To truly plan for an equitable future, we need to understand the history and experiences of the people who live, work, and play in each of Santa Fe's neighborhoods. Effective coordination between technical team members and inclusive communication strategies, and frequent input and review from WSP's embedded equity experts will coordinate timing of inputs, balancing of opinions and development of equitable policies that will inform our planning team's work. This collaborative work will advise project staff on community priorities and identify areas of improvement such as inclusive playgrounds, disadvantaged business opportunities, or affordable housing.

Specific efforts that WSP will include to integrate equity include:

- Advising on Community Partners to engage from equity communities, ensuring inclusion of populations of people of color (e.g., Asian, Black, Hispanic, Spanish, and Native/ Indigenous communities)
- Provide content for community input (equity goals, equity analysis map, equity community asset map, etc.)
- Coordinate with the public engagement team on deliberate outreach to develop the Equity Community Needs Assessment.

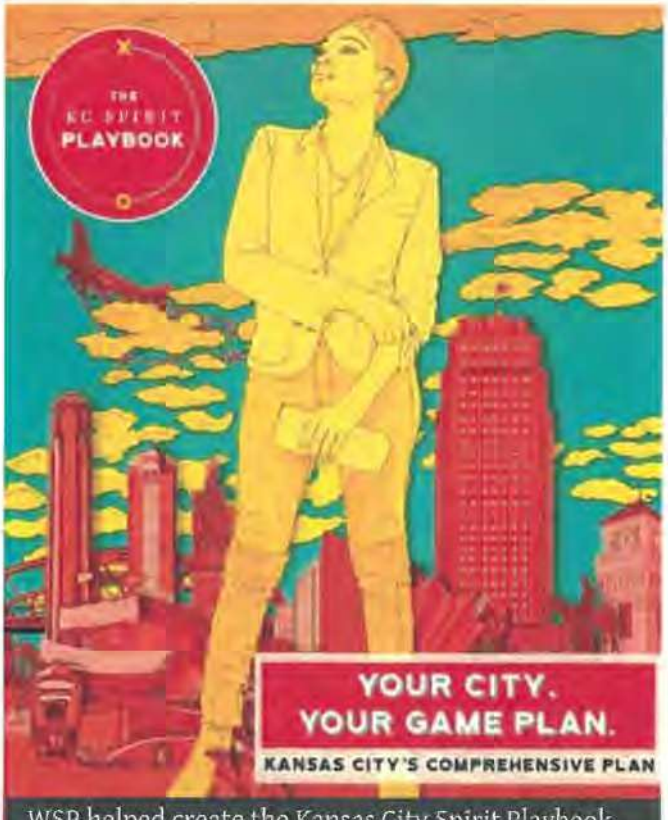
ENGAGEMENT TOOLS

During preparation of the Public Engagement Plan, WSP will work with the City to identify communications and engagement strategies and tools that clearly communicate the project goals, relay technical information, and provide opportunities to meaningfully influence the process, analysis, and recommendations. WSP will work with the City to determine the specific outreach activities that are needed at each project milestone in coordination with the technical work. At a minimum, we recommend the following:

- WSP will establish a multi-disciplinary, interactive platform through Social Pinpoint that will act as the public engagement hub for the project. This Social Pinpoint Hub will include opportunities for community members to provide input, stay up to date on the project, and team members to communicate project information in a graphically articulate way.
- Preparation of Community Conversation Kits that Community Partners can use to facilitate discussions, use at community events, or distribute while traveling around town or riding transit. These Kits may include project factsheets, key questions and answers, and instructions on how to facilitate the collection of valuable feedback at places people already frequent.
- Understanding that not everyone can attend a public meeting or receive a letter in the mail, we will work with our Community Partners to account for the needs of various interested parties and apply area appropriate methods to obtain community input on aspects of the planning process.
- Visioning workshops and open houses, an interactive idea board through the Social Pinpoint Hub, and project team tables at existing City and community events to inform the overall community vision and vision statements for each comprehensive plan element.
- Surveys and polls to gather feedback about specific topics as identified by the project team and City staff.

PROJECT MATERIALS & BRAND IDENTITY

WSP will create a project brand and messaging that will be used throughout the project to provide a consistent graphic identity on all publicly distributed materials including the Social Pinpoint Hub, Community Conversation Kits, notices of events and meetings, and other materials that will promote the project, inform the community, and build consensus. All outreach materials will meet City of Santa Fe standards and will be developed in accordance with the City's Public Engagement Guide. All outreach materials will also be ADA-accessible, use better-practices for design and graphical communication, and be made available in both English and Spanish. Other language needs may be identified through the Public Engagement Plan process.



WSP helped create the Kansas City Spirit Playbook, the first update to Kansas City's comprehensive plan since 1997.

Table 3: Public Engagement	General Community	Equity-focused Communities (EFC)	Organized Stakeholders	Partners	Decision-makers
STEP 1 Mobilization and Understanding	• Open house on Assessment guiding themes and findings	• City staff engagement • EFC led conversations • Stipend community partners support	• City staff engagement	• Technical Advisory Committee	• Introduction to the team and work program • Stage gate readiness review
STEP 2 Vision and Goals	• Open house on vision and goals	• City staff engagement • EFC led conversations • Stipend community partners support	• City staff engagement	• Technical Advisory Committee	• Stage gate readiness review
STEP 3 Scenario Planning	• Open house on scenarios	• City staff engagement • EFC led conversations • Stipend community partners support	• City staff engagement	• Technical Advisory Committee	• Stage gate readiness review
STEP 4 Development of Preferred Plan	• Open house on draft General Plan	• City staff engagement • EFC led conversations • Stipend community partners support	• City staff engagement	• Technical Advisory Committee	• Stage gate readiness review
STEP 5 Work Program and Funding Plan	• Open house on work program and funding plan	• City staff engagement • EFC led conversations • Stipend community partners support	• City staff engagement	• Technical Advisory Committee	• Stage gate readiness review
STEP → FORWARD Governing Body Action + Implementation and Evaluation	• Regular communication • Online civic engagement tool	• City staff engagement • EFC led conversations • Stipend community partners support	• City staff engagement	• Technical Advisory Committee	• Stage gate readiness review

LISTENING, LEARNING, & REPORTING BACK

The feedback received throughout the public engagement process will be tracked by the project team in an Accountability Matrix, which will be used over the course of the project to record decisions and actions taken to address feedback, if any. The community feedback will be used in the reporting and analysis of key project documents as identified throughout the project lifecycle. All engagement activities will also be tracked and at the end of the project, an engagement summary, with insights and lessons learned, will be finalized. The Accountability Matrix will be included in the engagement summary to ensure transparency and accountability of the project team, and to help inform the City's future engagement efforts. Engagement findings will be incorporated into Task 5 efforts to ensure thorough and comprehensive communication of the community's vision and short- and long-term needs.

Deliverables:

- Kickoff meeting materials
- Project management plan
- Project SharePoint site
- Digital User Platform Strategic Roadmap: Launch Phase
- Social Pinpoint Hub or other online civic engagement tool
- Project communications brand, identity, supporting materials, and templates
- Public Engagement Plan, inclusive of CHART and Midtown outreach considerations
- Open house plans and materials, Community Conversation Kits, and other supporting public engagement materials in English and Spanish, per Table 3
- Governance model
- Administrative draft, public review draft and final assessment report completed in two phases
  - **Phase 1** will document the analysis of existing conditions and trends. The draft report will be published on the project website for public comments and recommendations
  - **Phase 2** will incorporate the public engagement findings and the City's short-term and long-term needs and desires

STEP 2: VISION AND GOALS

COMPLETE STREETS OR COMPLETE CORRIDORS?

Which is right for Santa Fe? Is the answer guided by context or feasibility? What can be accomplished in the short, medium, and long term? **These questions make citywide planning fun, exciting, and meaningful.**

With the benefit of a common baseline of understanding, the work begins to develop a vision for Santa Fe and goals to attain in realizing the vision. A vision is a high-level narrative and graphic communication of a future desired state. It should be brief, akin to a brochure. Goals are aspirational statements that guide the development of policies and implementation actions. The vision and goals will also be used to compare and evaluate the scenarios in Step 3. Conciseness is important to ensure that the General Plan is digestible and implementable. General Plans that represent lengthy wish lists are unwieldy to administer and sit on the shelf.

WSP will reference the General Plan Update Initiation Governing Body Resolution, the Assessment Report from Step 1 and the internal project team charrette to identify initial guiding themes to prepare an administrate draft vision and goals. Conceptual placetype groups will also be prepared to support creating an early, structured framework to support developing the vision and goals. A public review draft of the vision and goals will then be deployed pursuant to the Public Engagement Plan. Input from public engagement will then be used to refine and finalize the vision and goals. Planning Commission and Governing Body review will conclude this step as the stage gate prior to beginning Step 3, Scenario Planning.

Deliverables:

- Public communications and engagement materials per Table 3
- Internal project team charrette to develop vision and goals
- Administrative draft, public review draft and final vision statement
- Administrative draft, public review draft and final goals
- Placetype initial groups cross referenced to LDC
- Digital User Platform Strategic Roadmap: Phase 2

STEP 3: SCENARIO PLANNING

SANTA FE SCENARIOS

Different Potential Futures for Everyone Today and Tomorrow That Pull Forward an Indigenous Past

1: **Corridors of Mobility:** key corridors that could receive new housing and economic diversification to also support complete corridors, increasing ridership and competitiveness for funding robust transit

2. **Centers of Opportunity:** with Midtown as an initial guide, identifying additional centers throughout the City and exploring refinements to the historic downtown area

3: **Restoration for Resiliency:** emphasizing existing and degraded or lost natural systems to guide a resiliency framework, deepening the City's connection to nature for a sustainable and resilient future

Could these be the scenarios? Will the preferred plan be one scenario or a mix of all three? The process of technical study and engagement will ultimately guide the appropriate scenarios to create, develop, study, engage and select a preferred future.

Understanding different potential futures and the tradeoffs between those means that each scenario would emphasize different themes while maintaining fidelity to the vision and goals. Each concept is assessed against the project principles to provide a basis for evaluation and comparison.

CHART was and remains a highly important moment in the City's long history. The General Plan Update will be informed by outcomes of CHART. The University of New Mexico Indigenous Design and Planning Institute is a potential academic resource to tap for this project. While the Spanish Laws of

the Indies is well known for influencing the design of Santa Fe, what is less known is the influence of local indigenous populations on Santa Fe before the Spanish period. Understanding and incorporating indigenous cultural influence on urban design represents a tremendous opportunity to uncover repressed history and further Santa Fe as ***the City Different***.

For the internal project team charrette, WSP will identify six thematic scenarios described in brief narrative form to facilitate discussion. As a standalone document, WSP will develop the initial higher order groups of placetypes. The WSP team will then develop three conceptual, thematic scenarios with placetypes applied to illustrate graphically and narratively a description of each scenario. WSP will also quantitatively and qualitatively characterize the scenarios again (vision, goals, and assessment report) along with public input. Modeling is possible as a separate, optional task, which can be developed, should the process suggest a particular modeling exercise be needed.

As transportation and land-use planning become more and more complex, the need for better planning tools grows. Communities, stakeholders and decision-makers are demanding robust analysis these days. System dynamics helps teams organize complex trends and better understand their interrelationships. We see many transportation agencies immediately jump to travel demand modelling (TDM) for the right answers, and unfortunately it rarely works out. TDM is great for understanding car, truck and transit travel patterns based on a fixed set of assumptions, but the quality of those assumptions is key; so, there must first be greater understanding and consensus around the assumptions that become input for the models.

The WSP Scenario Planning Toolbox enables decision-makers to test how different assumptions can impact cities and places around the world. The interactive system dynamics analysis tool, which can be adapted to local and regional conditions, allows multidisciplinary teams to collaborate on the interrelationships of trends for improved understanding, consensus- building and decision-making in the development scenarios.

Deliverables:

- Public communications and engagement materials per Table 3
- Scenario planning internal project team charrette
- Placetype categories within each group identified in Step 2 coordinated with LDC
- Six discussion draft scenario ideas for internal project team charrette
- Three thematic, conceptual level scenarios with one-page briefer for each with characterization and comparative analysis: administrative review, public draft review and final
- Digital User Platform Strategic Roadmap: Phase 3

SMART CITY *VALUE-ADD*

The Smart City Team will aid the overall WSP team in development of Growth Scenarios for future land use and development patterns. Primarily, the WSP Smart City team's effort will be in development of telecommunications connectivity plans and technology integration strategies which accommodate each growth scenario. Benefits of such smart city connectivity strategies and technologies are, for example, easier district management despite the complexity inherent to growth.

The Smart City team will first assess what cutting-edge technologies and telecommunications infrastructure will be necessary to support each scenario. In terms of connectivity technologies, the team will explore shared connectivity means to ensure a reliable and high-speed data transmission infrastructure with clear return on investment or linked to enabling outcomes. This may involve recommending the upgrade of existing connectivity infrastructure to support the increased data loads expected. The team may provide a recommendation for 5G supporting infrastructure as well to enable faster data transfer rates, support emerging technologies, enable mobility, and include IoT.

These forward-looking approaches will ensure that the City's connectivity plans are not only robust for the present but also prepared for the demands of future technology advancements and development growth.

The team will include relevant insights from the Assessment Report on the City's current connectivity infrastructure and capabilities. The assessment will include an in-depth analysis of existing network systems, data communication protocols, and the overall capacity to support the anticipated growth. Our team will assess the readiness of the City for smart city applications, particularly the integration of connected sensors which support reporting and KPI tracking of growth scenarios. Example applications include the deployment of advanced sensors for environmental air quality monitoring, traffic management, waste management, footfall traffic, parking enforcement and other essential urban services. **The aim is to create a robust and interconnected technology landscape that can efficiently collect and transmit data to enhance City services and improve overall quality of life within each growth scenario.**

We recognize that Santa Fe is a prominent tourist attraction with visitors both during summer months hiking and exploring arts as well as during winter ski months. The opportunity data collection and connectivity brings is greater access to information for out-of-town visitors (parking availability, road conditions, public amenity availability) as well as operational insights to the City driving improved experiences (addressing faulty traffic signals, clearing snow from the road).

STEP 4: DEVELOPMENT OF PREFERRED PLAN

SIMPLICITY FOR POWERFUL PRACTICALITY

A focused plan that is readily digestible by many audiences, from the Governing Body to the Planning Commission, to neighborhood leaders and developers, to City staff, will be successful at realizing its vision and achieving its goals.

The General Plan document will intentionally be concise to facilitate ease of understanding and regular reference. The background information that went into informing its development will be placed in separate appendices. The General Plan must be a useful, usable document, not an encyclopedic homework assignment, which is how these important documents are all-too-often prepared.

An initial outline will be developed with the internal project team charrette as the basis for drafting the document; the topics listed in the RFP will be included, although the ordering and language may vary due to the updated process outcomes. Placetypes will also be fully developed, with specific types under each group, which were previously prepared during scenario planning. The placetypes will be closely coordinated with the LDC; it is expected there will be iteration between each. The framework for the natural, built, social, cultural and economic structure of the City to preserve, enhance and grow Santa Fe in a resilient, sustainable and equitable manner will be developed in narrative, map and graphic form in this step.

Deliverables:

- Administrative draft, public review draft and final General Plan document with appendices
- Public communications and engagement materials per Table 3
- General Plan document outlining internal project team charrette
- Complete draft of placetypes categories within each group, coordinated with LDC
- Digital User Platform Strategic Roadmap: Phase 4



SMART CITY *VALUE-ADD*

For the General Plan document, the Smart City team will outline the requirements necessary to transition the current development plan to a smart city model.

From a citizen experience perspective, the team will evaluate how the integration of smart technologies

can enhance daily life to address aspects such as improved public services, increased engagement, safety, and access to information in real-time. Depending on the desires of the City, the team will identify and specify the necessary technology components & systems—e.g., connected sensors, data networks, and IoT Devices—to support the enhanced citizen experience.

The smart city team will strategically apply findings from the Assessment Report to address the identified areas of development in City operations as well. We will identify key insights and pinpoint areas of improvement to define how the City can enhance its information sharing landscape between departments and to its citizens. The team will develop a roadmap in support of these improvements, outlining a step-by-step plan for the phased adoption of related technology solutions.

In essence, the team provides guidance through the General Plan for realizing citizen-centric and operational efficiency through smart technologies by defining the required infrastructure, technology specifications, and commitments necessary to transform the urban model of development.

STEP 5: WORK PROGRAM AND FUNDING PLAN

IF EVERYTHING IS A PRIORITY, THEN NOTHING IS

Being strategic demands setting priorities. The work program must be prioritized so it can be resourced with reasonably foreseeable staff availability, funding, and time. This also enables a programmatic approach to pursuing the generational federal funds available today to support accelerating implementation of the General Plan.

WSP will prepare a prioritized work program and identify potential local, regional, state, and federal funding sources to promote its implementation. The work program will also incorporate an administrative governance policy framework for City staff to use in its daily operations to ensure the General Plan is considered in daily municipal operations and decision-making, being mindful that New Mexico law provides that the General Plan is an advisory plan.

Prioritization is crucial, as the organizational capacity to undertake the work to implement the General Plan is significant. General Plans that have endless pages of action items get ignored. Simplicity, focus, and prioritization are key.

WSP will produce Equitable Project Development and Delivery Guidelines to empower the City to pull the thread of equity into the fruit the General Plan bears. These project-agnostic guidelines can establish a consistent city-wide approach to project equity, regardless of what departments or champions may lead a project effort. We will also produce a Funding Program Equity Criteria Index, scanning the most relevant federal funding programs and compiling their equity criteria, so if the City is interested in sourcing federal funding directly, projects definitions and approach can be proactively aligned for competitive applications.

Deliverables:

- Internal project team charrette to outline the General Plan document
- Public communications and engagement materials per Table 3
- Administrative governance policy and procedure
- Administrative draft, public review draft and final implementation work program
- Equitable project development and delivery guidelines
- Digital User Platform Strategic Roadmap: Phase 5

STEP → FORWARD: GOVERNING BODY ACTION + IMPLEMENTATION AND EVALUATION

THE FINISH LINE AND THE STARTING LINE TOGETHER

All the process, technical work, and engagement, guided by readiness reviews to pass through each stage gate to the next step have led the project to

final hearings for action. Bold yet achievable plans can make it to this milestone with general consensus. But there will still be important fairly debatable decisions for the Governing Body to ultimately make. Once the finish line is crossed, there is no waiting at the starting line to implement the plan and continuously evaluate how it is working--a living document because it was prepared to be used to daily.



WSP will support City staff in preparing for final hearings before the Planning Commission, Governing Body and any other established City advisory body with preparatory meetings and a PowerPoint presentation. WSP will attend the one final hearing each before the Planning Commission and Governing Body. WSP will advise City staff on monitoring and evaluating progress in implementing the updated General Plan after the General Plan Update is adopted to support City staff in building organizational capacity, including supporting staff in standing up a long-range planning division and integrating with the CIP.

Deliverables:

- Public communications and engagement materials per Table 3
- Internal charrette to prepare for final action on General Plan and preparatory implementation steps
- One decision-maker briefing PowerPoint presentation for City staff to use in briefing decision-makers
- One Planning Commission hearing and presentation
- One Governing Body hearing and presentation
- Digital User Platform Strategic Roadmap: Phase 6

STEP ↻ ONGOING: ADMINISTRATIVE COORDINATION + ENGAGEMENT AND COMMUNICATION

Using the project management plan tools developed in Step 1, biweekly team meetings will be held. Additionally, quarterly meetings will be held with the LDC Update team to facilitate information sharing and coordination. Engagement and communication based on the public engagement plan will occur throughout the life of the project.

Deliverables:

- Biweekly team agenda and notes
- Quarterly LDC update team agenda and notes
- Monthly e-newsletter
- Periodic social media posts
- PowerPoint presentations for periodic Planning Commission and Governing body updates conducted by City staff, including Step stage gates
- Monthly progress reports and invoices

4. DESIRABLE SPECIFICATION

OUR PROVEN TRACK RECORD

WSP and its teaming partners, Leland Consulting Group and Design Workshop, have a proven track record of preparing General Plans and similar plans. **Please refer to the Organizational Experience section projects and resumes.** Our team's experience goes beyond, as we understand how to support projects from conception to delivery, demonstrating that our experience will make this General Plan implementable and usable daily.

OUR KNOWLEDGE & PHILOSOPHIES RELATE TO CITY OF SANTA FE'S GOALS

WSP and its teaming partners have substantial experience working for municipal clients across the country. Therefore, we understand how municipal governments are structured, administered and engaged by the public, allowing us to effectively manage a complex project like the General Plan. WSP's project manager served three quarters of his career in the public sector across six states, including leading municipal planning departments responsible for General Plans.

OUR ABILITY TO WORK COLLABORATIVELY

WSP is already working successfully with the City of Santa Fe, from its support for infrastructure projects to serving as the owner's representative for the Public Works Department on the Midtown project. WSP recently supported City staff before the Governing Body on the Midtown project. WSP and its team members regularly collaborate with other firms. WSP's project manager has a relationship with principals in both firms extending back over 25 years.

OUR UNDERSTANDING OF THE CITY OF SANTA FE'S UNIQUE HISTORY & EXPERIENCE WITH SPANISH SPEAKING & MINORITY COMMUNITIES

Please refer to the Understanding and Approach of the Response to Specifications section of the proposal. Additionally, the deputy project manager and public engagement lead has working knowledge of Spanish. We regularly engage with Spanish speaking and minority communities. Our approach to engagement includes Spanish language materials, identifying equity focused communities, anticipation of a stipend for community partners so they may effectively participate and a desire to engage with the University of New Mexico Indigenous Design and Planning Institute.

OUR ALTERNATIVE WORK PLAN THAT SUPPORT CITY OF SANTA FE'S VISION, GOALS, & OBJECTIVES

WSP has proposed an alternate work plan based on our experience in conducting General Plan Updates and similar planning documents. The result allows for better integration with the LDC Update, a faster completion from a stepwise, consensus-building approach. Additionally, WSP has proposed a value-add focus on Smart Cities, to support the City of Santa Fe in modernizing and diversifying its economic base. We have also proposed to support local and regional governance for better decision-making and collaboration across these scales.



5. LOCAL PREFERENCE

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT BUSINESS CERTIFICATE

Issued to: **WSP USA INC.**

DBA: **WSP USA INC.**
1 PENN PLZ 6TH FLOOR
NEW YORK, NY 10119-0002

Expires: **01-Sep-2025**

Certificate Number:

L1318621296

Stephanie Schardin Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

City of Santa Fe
Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

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Fees Paid: $35.00

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2019 W GALISTEO ST UNIT M-1
SANTA FE, NM 87505

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TO BE POSTED IN A CONSPICUOUS PLACE

Ver. 11 2/2020

H. OTHER SUPPORTING MATERIAL

Please see the following pages for our signed Non-Collusion Affidavit and Conflict of Interest forms.

NON-COLLUSION AFFIDAVIT

Complete, Sign and Return with your proposal.

I hereby affirm that: I am the Senior Vice President (insert title) and the duly authorized representative of WSP USA Inc. (insert organization's name) whose address is 2440 Louisiana Blvd NE, Suite 400, Albuquerque, NM 87110. 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 Manjeet Ranu

Title Senior Vice President

Date 11/28/2023

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 Principal Planning Consultant 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 Planning Consultant and known key personnel needs to describe the conflict.

The Planning Consultant agrees that, if after award, an organizational conflict of interest is discovered, the Planning Consultant makes an immediate and full written disclosure to the City that includes a description of the action that the Planning Consultant 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 Planning Consultant 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, Manjeet Ranu 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 General Plan Update. For the duration of this firm's involvement in the General Plan Update 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 General Plan Update contract.

I certify that this firm will keep all General Plan Update 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 General Plan Update contract. I understand that if this firm leaves this General Plan Update contract before it ends, this firm must keep all contract information confidential. I agree to follow any instructions provided by the City relating to the confidentiality of the General Plan Update 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 General Plan Update 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:
WSP USA Inc.

Authorized Representative/Title:
Senior Vice President

Phone Number:
505-881-5357

Fax Number:
N/A

Email Address:
Manjeet.Ranu@wsp.com

Signature:

Date:
11/28/2023

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.

WSP USA is the U.S. operating company of WSP, one of the world's leading engineering and professional services firms. Dedicated to serving local communities, we are engineers, planners, technical experts, strategic advisors, and construction management professionals. WSP USA designs lasting solutions in the buildings, transportation, energy, water, and environment markets. With more than 15,500 employees in over 300 offices across the U.S., we partner with our clients to help communities prosper.

WSP USA Inc
2440 Louisiana Blvd NE
Suite 400
Albuquerque, NM 87110

505-881-5357
www.wsp.com

Contract Exhibit 3

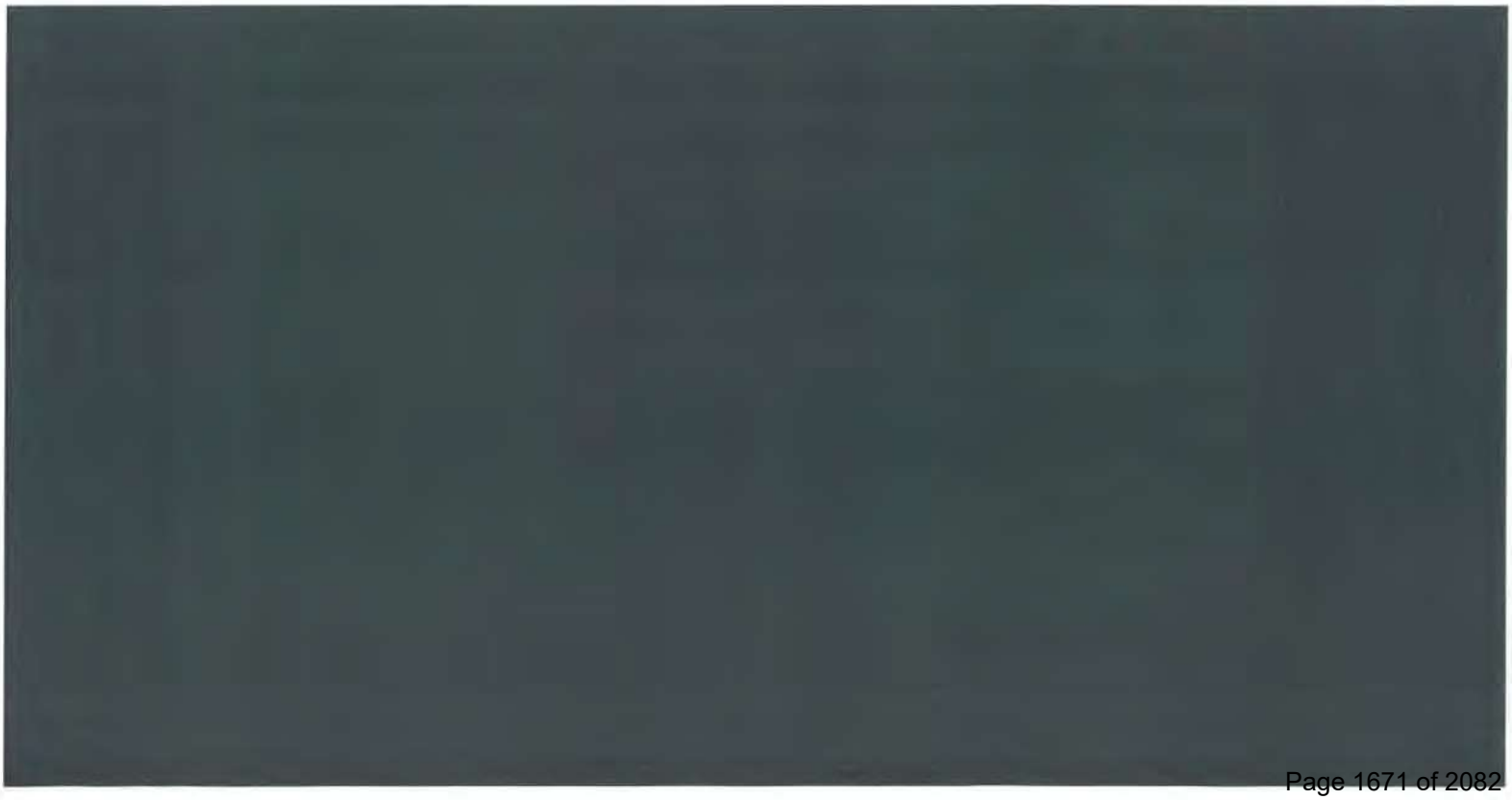
CITY OF SANTA FE
PLANNING & LAND USE DEPARTMENT

GENERAL PLAN UPDATE

COST PROPOSAL

RFP #24/20/P
Revised April 22, 2024

EXHIBIT B





APPENDIX C
COST RESPONSE FORM

Aligned to Alternative Scope of Work

Description	Estimated Hours	Cost
Step 1: Mobilization and Understanding	2,260	$440,000
Step 2: Vision and Goals	1,520	$280,000
Step 3: Scenario Planning	1,140	$285,000
Step 4: Development of Preferred Plan	1,180	$295,000
Step 5: Work Program and Funding	840	$185,000
Step Forward: Governing Body Action + Implementation and Evaluation	260	$65,000
Step Ongoing: Administrative Coordination + Engagement and Communication	780	$195,000

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).

Forecast Cost Per Fiscal Year

FY2024	$50,000
FY2025	$748,000
FY2026	$658,000
FY2027	$289,000

wsp

EXHIBIT B

wsp

WSP USA is the U.S. operating company of WSP, one of the world's leading engineering and professional services firms. Dedicated to serving local communities, we are engineers, planners, technical experts, strategic advisors, and construction management professionals. WSP USA designs lasting solutions in the buildings, transportation, energy, water, and environment markets. With more than 15,500 employees in over 300 offices across the U.S., we partner with our clients to help communities prosper.

EXHIBIT B

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: WSP USA, Inc.

Procurement/contract Title: General Plan Update

Procurement Method/Vehicle: ☐Sole Source ☐State Price Agreement/Existing ☐ Cooperative ☒Request For Proposals(RFP) ☐Invitation To Bid (ITB) ☐Exempt: 13-1-98

☐Small Purchase (Contract Under $60,000) ☐Other: _____

Requesting Department: Community Development Staff Name: Heather Lamboy

Procurement Requirements:

Procurement files shall be maintained for all purchases and contracts, regardless of the method of procurement. The procurement files shall contain the basis on which the awards are made, all submitted bids/proposals, all evaluation materials (bid tabs or Evaluation Committee Reports), scoresheets, quotations, and all other documentation related to or prepared in conjunction with evaluations, negotiations, and the award processes. The procurements shall contain written determinations from the Requesting Departments, signed by the Chief Procurement Officers (this document), setting forth the reasoning for the contract award decisions before submitting them to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING (CPD)

YES	N/A	
☒	☐	**Written Determination (srvs)**
☒	☐	**RFP - Confidential info to be provided to GB by CPD Buyer**
☐	☐	**ITB (include bid tab)**
☐	☐	**Other:** _____
☐	☐	**Cooperative Agreements and GSAs and Statewide Price Agreements (include the cover page to show valid dat page, and items to be purchased)**
☒	☐	**Horizon Declination or Screenshot of horizonsofnewmexico.org/services.html (srvs)**
☒	☐	**Summary of Contract (only on contracts)**
☒	☐	**Current Santa Fe Business Registration (or Exemption if no tax)**
☒	☐	**Executed Contract or Price Agreement (legal and contractor must sign before purchasing approves)**
☐	☐	**Chief Procurement Officer (or designee) Approval for Exempt from Procurement (use memo on our site)**
☒	☐	**Evaluation Committee Report (RFPs only)**
☐	☐	**Signed Sole Source Determination, Vendor Written Quote, SS Letter from Contractors, and 30 Days Email**
☒	☐	**>20k = Memo addressed to City Manager (Under 150K) Committees/City Council (Over 150K)**

YES	N/A	
☒	☐	**Quote(s) (3 Valid & Current for Over 20k)**
☐	☐	**BAR**
☒	☐	**FIR**
☒	☐	**Certificate of Insurance (srvs)**

Heather Lamboy	Assistant Director, Planning & Land Use	5-16-2024
Department Point of Contact	Title	Date
_____		_____
Department Director		Date
_____		_____
Chief Procurement Officer		Date
_____	_____	_____
ITT Representative	Title	Date

City of Santa Fe

Summary of Contract, Agreement, Amendment & Lease

All applicable fields to be completed by department (complete 1.b only if you are processing an amendment):

1.a Munis Contract: 3204702 Procurement # (RFP/ITB# If any): 24/20/P

Contractor: WSP USA, Inc.

Procurement Method/Vehicle: Small Purchase ☐ RFP ☑ ITB ☐ Sole Source ☐ GSA ☐ Cooperative ☐ Exempt ☐ SWPA/Existing ☐

Description/Title: General Plan Update and Digital User Platform

Contract: ☒ Agreement: ☐ Lease/Rent: ☐ Amendment: ☐

Term Start Date: When Signed Term End Date: 6/30/2028 Total Contract Amount: $1,887,871.87

☐ Approved by Council *(If over the City Manager's approval threshold, you must go through GB)*

Contract / Lease: Contract (Initial Approval)

1.b Amendment #: N/A to the Original Contract/Lease #

Increase/(Decrease) Amount $: N/A

Extend Expiration Date to: N/A

☐ Approved by Council *(If the original went through GB, all amendments must go through GB regardless of the amendment reason)* Date:

Amendment is for: N/A

2. HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)

This is an initial contract approval request for the update of the General Plan and creation of a digi

3. Procurement History:

Purchasing Officer Review: May 21, 2024 Date:

Comment & Exceptions: 13-1-112. Competitive sealed proposals; request for proposals.

4. Funding Source: General Fund **Org / Object:** 1004501/510300

Andy Hopkins May 21, 2024

Budget Officer Approval: Date:

Comment & Exceptions:

5. Grant History (if applicable): N/A

Grants Administrator Approval: **Date**

Staff Contact who Completed This Form: Heather Lamboy Phone #: 505-470-5281

To be recorded by City Clerk: Email: hllamboy@santafenm.gov

Clerk #

Date of Execution:

ITT Representative (attesting that all information is reviewed) Title Date

TAXATION & REVENUE
NEW MEXICO

Audit & Compliance Division
Albuquerque District

Michelle Lujan Grisham
Governor

Stephanie Schardin Clarke
Cabinet Secretary

WSP USA INC.
1 PENN PLZ 6TH FLOOR
NEW YORK, NY 10119-0002

June 29, 2023
NM Business Tax ID:
01-195458-00-2
Letter ID: L0758727280

STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT
REGISTRATION CERTIFICATE

Date ID Issued	IDENTIFICATION NUMBER	Business Start Date
06-Dec-1983	01195458002-GRT	06-Dec-1983
Business Location: 2440 LOUISIANA BLVD NE		Business End Date
City and State: ALBUQUERQUE, NM		Zip Code: 87110-4383
Taxpayer Name: WSP USA INC.		Taxpayer Type: Corporation
Firm Name: WSP USA INC.		Filing Frequency: Monthly
Mailing Address: 4139 OREGON PIKE		
City and State: EPHRATA, PA		Zip Code: 17522-9550

Form Revised 02/2003

This Registration Certificate is issued pursuant to Section 7-1-12 NMSA 1978 for Gross Receipts, County Gross Receipts, and Municipal Gross Receipts Taxes. This copy must be displayed conspicuously in the place of business. Any purchaser of the registrants business is subject to certain requirements under Section 7-1-61 NMSA 1978.

Cabinet Secretary

By _____

Any inquiries concerning your Identification Number should be addressed to the Audit & Compliance Division, P.O. Box 630, Santa Fe, New Mexico 87504-0630

THIS CERTIFICATE IS NOT TRANSFERABLE

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atL04 v40

10297506816001

City of Santa Fe

Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: WSP USA INC.
DBA: WSP USA INC.

Business Location: 150 WASHINGTON AVE
SANTA FE, NM 87501

CRS Number: 01195458002

Owner: WSP USA INC

License Number: 230545

License Type: Business License - Renewable

Issued Date: August 03, 2023

Classification: Business Registration - Standard

Expiration Date: August 03, 2024

Fees Paid: $35.00

WSP USA INC.
2019 W GALISTEO ST UNIT M-1
SANTA FE, NM 87505

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TO BE POSTED IN A CONSPICUOUS PLACE

Ver. 16 2/7/2020

TAXATION & REVENUE
NEW MEXICO

Audit & Compliance Division
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Michelle Lujan Grisham
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TO BE POSTED IN A CONSPICUOUS PLACE

Ver. 16 2/7/2020

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/10/2024

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
Arthur J. Gallagher Risk Management Services, LLC
300 Madison Avenue
28th Floor
New York NY 10017

CONTACT NAME: AJG Service Team
PHONE (A/C, No, Ext): 212-994-7020 FAX (A/C, No):
E-MAIL ADDRESS: GGB.WSPUS.CertRequests@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Liberty Insurance Corporation	42404
INSURER B : Zurich American Insurance Company	16535
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED WSPGLOB-01
WSP USA Inc.
One Penn Plaza
New York, NY 10119

COVERAGES **CERTIFICATE NUMBER:** 186310047 **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	
B	X COMMERCIAL GENERAL LIABILITY	Y	Y	GLO 9835819-11	5/1/2024	5/1/2025	EACH OCCURRENCE	$ 3,500,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 3,500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 3,500,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 7,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			AS7-621-094060-034	5/1/2024	5/1/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WA7-62D-094060-014	5/1/2024	5/1/2025	X PER STATUTE OTH-ER	
A	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A			WA7-62D-095609-074	5/1/2024	5/1/2025		
A	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC7-621-094060-914	5/1/2024	5/1/2025	E.L. EACH ACCIDENT	$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIRTY (30) DAYS NOTICE OF CANCELLATION.
Opportunity #US-WSP-202304667 | Project Description: General Plan Update for the City of Santa Fe, New Mexico.

The City of Sante Fe their officials, officers, employees, and agents are included as Additional Insured with respect to the General Liability policy as required by written agreement, pursuant to and subject to the policy's terms, definitions, conditions and exclusions. The coverage provided by the General Liability policy is primary and any other coverage shall be excess only, not contributing. Waiver of Subrogation applies to Additional Insured with respect to the General Liability policy as required by written agreement, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Ave.
Santa Fe NM 87501

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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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/10/2024

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 Arthur J. Gallagher Risk Management Services, LLC 300 Madison Avenue, 28th Floor New York NY 10017	**CONTACT NAME:** AJG Sevice Team **PHONE (A/C, No, Ext):** 212-994-7020 **FAX (A/C, No):** 212-994-7074 **E-MAIL ADDRESS:** GGB.WSPUS.CertRequest@ajg.com
	INSURER(S) AFFORDING COVERAGE — **NAIC #**
	INSURER A : QBE Specialty Insurance Company — 11515
INSURED WSPGLOB-01 WSP USA Inc. One Penn Plaza New York, NY 10119	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1520264365 **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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability CLAIMS-MADE			QPL0022630	11/1/2023	10/31/2024	Per Claim Aggregate	$2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIRTY (30) DAYS NOTICE OF CANCELLATION
Opportunity #US-WSP-202304667 | Project Description: General Plan Update for the City of Santa Fe, New Mexico.

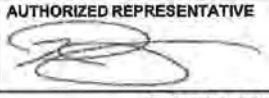
CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Ave.
Santa Fe NM 87501

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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3-Procurement_Checklist_V3_12.1_.23_GPU 5-20-24

Final Audit Report 2024-05-21

Created:	2024-05-21
By:	JIMMY TAPIA (jptapia@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAHDe1AqnRPJ2vX8VjxxpCydrptVco68p2

"3-Procurement_Checklist_V3_12.1_.23_GPU 5-20-24" History

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CITY OF SANTA FE

The Purchasing Memo

Date: October 21, 2025

To: Governing Body, Finance Committee, and Quality of Life Committee

Via: Paul Joye, Chief of Police Paul Joye (Oct 21, 2025 14:04:25 MDT)

From: Ben Valdez, Deputy Chief of Police B. Valdez, DC B. Valdez, DC (Oct 21, 2025 13:51:39 MDT)

Subject: Extension of Animal Shelter Contract/ Professional Services Agreement

Vendor Name: Santa Fe Animal Shelter and Humane Society

Munis Vendor Number: 1521

ITEM AND ISSUE:

The Police Department respectfully requests your review and approval of Amendment #2 to Contract #3250332 with Santa Fe Animal Shelter for animal boarding and care services. Amendment #2 increases the amount of compensation by $152,289 not to exceed, for a total contract amount of $430,289.

CONTRACT NUMBER:

The FY25 Munis contract number is 3250332.

BACKGROUND AND SUMMARY:

The original contract, City Clerk's #25-0011, was executed on January 14, 2025, as an emergency agreement. During the contract term, a Request for Proposals (RFP) was issued and remains under evaluation. Amendment #1, executed on August 8, 2025, increased the contract compensation by $150,000 and extended the term by six months, establishing a new expiration date of February 5, 2026. At this time, negotiations between the City of Santa Fe and the Animal Shelter are still ongoing, and a final agreement has not yet been reached.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Law Enforcement/223

Munis Org Name/Number: Police Administration/2230310

Munis Object Name/Number: Service Contracts/510310

Budget Officer / Designee: Andy Hopkins **Date:** 11/07/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-127, Emergency

Emergency #50-M0087-24-EM158

Chief Procurement Officer (CPO)/Designee: _____ **Date:** 11/09/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ **Yes |** ☒ **No**

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Treasury/Point of Sale Components included? ☐ **Yes |** ☒ **No**

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Vehicles included? ☐ **Yes |** ☒ **No**

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures included? ☐ **Yes |** ☒ **No**

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this an externally funded purchase? ☐ **Yes |** ☒ **No**

If yes, what is the issuing agency: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? ☐ **Yes |** ☒ **No**

Project Ledger Number: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

ATTACHMENTS:

Procurement document: Emergency Determination
Original contract packet (with previous contract amendment #1)
Contract Amendment #2

Item #: _____
Munis Contract #: __3250332____
Original Contract Item #: ___25-0011____
SWPA/GSA/Coop/RFP/ITB #: Emergency #50-M0087-24-EM158_

CITY OF SANTA FE, POLICE DEPARTMENT]
AMENDMENT No. 2 TO
Contract # 3250332

Santa Fe Animal Shelter Services Contract

This AMENDMENT No. 2 (the "Amendment") amends the CITY OF SANTA FE CONTRACT, dated January 21, 2025 (the "Contract"), between the City of Santa Fe (the "City") and Santa Fe Animal Shelter and Humane Society, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Contract, Contractor has agreed to provide the City professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Contract.

B. Pursuant to Article 14 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 3, paragraph A of the Contract is amended to increase the amount of compensation by a total of $152,289 so that Article 3, paragraph A reads in its entirety as follows:

> A. The City shall pay to the Contractor in full payment for services satisfactorily performed based on the per hour/per treatment costs listed in Attachment A. Such compensation shall not exceed four hundred thirty thousand two hundred eighty-nine dollars ($430,289), including gross receipts tax paid at the rate of 8.1875%. **The total amount payable to the Contractor under this Contract, including gross receipts, tax and expenses, shall not exceed ($430,289).**

2. CONTRACT IN FULL FORCE.

Except as specifically provided in this Amendment, the Contract remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:

Jackie Roach
JACKIE ROACH, CEO

DATE: Nov 6, 2025
NMBTIN: _____

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:

Christopher Ryan
Christopher Ryan (Nov 6, 2025 15:14:40 MST)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
FINANCE DIRECTOR

CITY OF SANTA FE

The Purchasing Memo

Date: July 8, 2025

To: Governing Body and Finance Committee

Via: Paul Joye, Chief of Police

From: Ben Valdez, Deputy Chief of Police

Subject: Extension of Animal Shelter Contract/ Professional Services Agreement

Vendor Name: Santa Fe Animal Shelter and Humane Society

Munis Vendor Number: 1521

ITEM AND ISSUE:

The Police Department respectfully requests your review and approval of Amendment #1 to Contract #3250332 with Santa Fe Animal Shelter for animal boarding and care services. Amendment #1 increases the amount of compensation and extends the term by $150,000 not to exceed for a total compensation of $278,000 for a term of an additional six months.

CONTRACT NUMBER:

The FY25 Munis contract number is 3250332.

BACKGROUND AND SUMMARY:

The original contract, City Clerk's #25-0011, was executed on January 14, 2025. During the term of this emergency agreement, a Request for Proposals (RFP) was issued and is currently still under review. At this time, a new agreement between the City of Santa Fe and the Animal Shelter has not yet been finalized. As the current contract is set to expire on July 14, 2025, we are requesting an extension to ensure the continuity of services without interruption.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Law Enforcement/223

Munis Org Name/Number: Police Administration/2230310

Munis Object Name/Number: Service Contracts/510310

Budget Officer / Designee: Andy Hopkins **Date:** 07/09/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-127, Emergency

Emergency #50-M0087-24-EM158

Chief Procurement Officer (CPO)/Designee: _____ **Date:** 07/14/2025

CPO Comment/Exceptions: Please include the new emergency posting - 6 Months

ASSOCIATED APPROVALS:

IT Components included? ☐ **Yes** | ☒ **No**

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Treasury/Point of Sale Components included? ☐ **Yes** | ☒ **No**

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Vehicles included? ☐ **Yes** | ☒ **No**

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures included? ☐ **Yes** | ☒ **No**

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this an externally funded purchase? ☐ **Yes** | ☒ **No**

If yes, what is the issuing agency: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? ☐ **Yes** | ☒ **No**

Project Ledger Number: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

ATTACHMENTS:

Procurement document: Emergency Determination
Original contract packet (with previous contract amendments)
Contract Amendment

City of Santa Fe
Emergency Determination Form

The emergency procurement method may only be used as described in NMSA 1978, Section 13-1-127 and in the City's Procurement Manual XII.

The Department that makes an emergency procurement to plan or prepare for the response to a serious threat to public health, welfare, safety or property caused by a flood, fire, epidemic, riot, act of terrorism, equipment failure or similar event shall account for the money spent in making the procurement and report on that accounting to the City's Finance Department Director within ninety days after the end of the contract or fiscal year in which the procurement was made, whichever comes first.

I. **City Contact Info:**

Department: **Police, City of Santa Fe**
Department Director: **Paul Joye, Police Chief**
Department Contact: **Tara King**
Department Telephone Number: **(505) 955-5004**
City of SF Chief Procurement Officer: **Travis Dutton-Leyda, CPO**
Telephone Number: **(505) 629-8351**

II. **Contractors' Information:**

1. **Loving Care Cremation**
   - **Services**: Pet cremation services, including individual and communal cremation options.
   - **Contact Information**:
     - **Phone**: (505) 466-6034
     - **Address**: 8A Old Las Vegas Hwy, Santa Fe, NM 87505

2. **Mosaic Animal Emergency & Specialty**
   - **Services**: Emergency veterinary care, specialty services, and advanced diagnostics.
   - **Contact Information**:
     - **Phone**: (505) 216-0606
     - **Address**: 20 Bisbee Ct, Santa Fe, NM 87508

3. **Roadrunner Veterinary Emergency & Specialty Hospital**
   - **Services**: Emergency and specialty veterinary care; surgery and diagnostic services.
     - **Phone:** (505) 345-2322
     - **Address:** 5 Camino Karsten, Algodones, NM 87001

4. **Santa Fe Animal Shelter & Humane Society**
    - **Services**: Animal sheltering, adoption, veterinary services, and public outreach.
    - **Contact Information**:
        - **Address**: 100 Caja del Rio Road, Santa Fe, NM 87507
        - **Phone**: (505) 983-4309

5. **Top Dog Pet Resort**
    - **Services**: Pet daycare, grooming, boarding, and specialty services.
    - **Contact Information**:
        - **Address**: 100 Sun Ave, Santa Fe, NM 87505
        - **Phone**: (505) 982-6080

III. **Term of prospective contract: <u>Up to 3 months</u>**

IV. **Amount of prospective contract: <u>Two hundred thousand dollars ($200,000.00)</u>**

V. **Location of Services: <u>Throughout the City of Santa Fe</u>**

VI. **Please thoroughly list the services (scope of work), construction or items of tangible personal property of the contract:**

Scope of Work for Animal Services Contract

The contracted provider will perform the following services to support the City of Santa Fe in meeting its urgent animal welfare, public health, and compliance needs. The contractor must ensure adherence to all applicable city ordinances, particularly SFCC 1987 Chapter V, Animal Control Ordinances, and provide consistent, humane, and timely care for animals under the city's jurisdiction. **The contractor shall comply with all provisions of law and regulations as set forth in Chapter V of SFCC 1987, pursuant to Section 5-11.1.B of the Animal Control Ordinance.**

1. Shelter Operations and Animal Care

- **Facility Management**: Operate a safe, sanitary, and fully staffed animal shelter as a housing facility to care for and shelter stray, abandoned, or seized animals.
- **Intake and Animal Control**: Accept animals brought by the City's Animal Services Officers, including stray, injured, or surrendered animals. Provide adequate housing, food, and care.
- **Quarantine and Rabies Control**: Confine and manage animals involved in bite incidents or suspected rabies cases. Report and deliver deceased animals as required for rabies testing.
- **Feral Cat Management**: Assess feral cats and, if healthy, provide sterilization before releasing them back to their original location or finding suitable alternative placements.
- **Holding Period Compliance**: Retain animals during the legally mandated holding period, transferring ownership to the shelter upon the hold's expiration unless other arrangements are specified by law.

2. Veterinary Care

- **Routine and Emergency Medical Services**: Provide veterinary evaluations, vaccinations, routine treatments, and emergency medical care as necessary to ensure animal welfare.

- **Veterinary Oversight**: Ensure that all medical care decisions, including euthanasia, are made by a licensed veterinarian. Euthanize animals only when medically necessary and notify the City of such actions.

3. Licensing and Public Health Compliance

- **Licensing**: Oversee pet licensing processes in alignment with city regulations. Collect and retain licensing fees, maintaining records and providing the City with access as needed.
- **Public Health Reporting**: Coordinate with health authorities, including the New Mexico Department of Public Health, on communicable diseases or incidents affecting public safety.

4. Storage and Disposal of Remains

- **Storage of Deceased Animals**: Maintain appropriate facilities (e.g., freezers) for storing the remains of deceased animals received from Animal Services Officers.
- **Cremation Services**: Provide timely and humane disposal of animal remains through cremation, ensuring environmental and public health compliance.

5. Administrative and Reporting Responsibilities

- **Detailed Documentation and Reporting**: Maintain records for each animal, including intake, care, medical treatment, and final disposition. Submit monthly status reports to the City, summarizing shelter activities and public health-related incidents.
- **Collaboration with City Representatives**: Work with city representatives to manage intake processes when city staff are unavailable and handle the release of impounded animals to owners outside regular operating hours.

VII. **Provide an explanation for the justification of the procurement including a description of the emergency condition(s) requiring use of emergency procurement and the practicable competition utilized in compliance with NMSA 1978, Section 13-1-127.**

The emergency procurement for animal services in Santa Fe is justified due to the immediate need for continued animal shelter operations, veterinary care, and compliance with public health regulations. The city's ability to care for stray, injured, and abandoned animals is essential for public safety and animal welfare. Without an established vendor, Santa Fe faces risks, including:

1. Public Health Risks: Managing rabid or diseased animals is critical to prevent the spread of diseases like rabies. The inability to quarantine, vaccinate, or euthanize animals as necessary could pose a health risk to the community.

2. Legal and Regulatory Compliance: The city is mandated to uphold Chapter V of the Santa Fe City Code, which outlines strict requirements for shelter operations, animal handling, and licensing. Failure to comply could lead to legal repercussions and public safety risks.

3. Immediate Animal Welfare Concerns: Without shelter and veterinary care, the city cannot meet basic animal welfare needs. This would likely lead to overcrowding in temporary holding facilities, inability to provide adequate care, and compromised humane treatment for animals.

4. Practicable Competition: In compliance with NMSA 1978, Section 13-1-127, an expedited yet

practicable competitive process was utilized. Potential service providers within a reasonable distance of Santa Fe were considered, ensuring that the selected vendor meets city requirements and can initiate services without delay.

This emergency procurement process enables the city to fulfill essential animal services swiftly and within compliance, ensuring safety, welfare, and public health for the residents of Santa Fe.

VIII. **Please describe what measures are being taken to minimize the duration and effect of this emergency procurement (for example: is the emergency only in place until a competitive process can be completed, etc.).**

Measures to Minimize Duration and Impact of Emergency Procurement

This emergency procurement is structured as a temporary solution to address the city's immediate need for animal services. To ensure it is in place only as long as necessary, the following measures are being taken:

1. Transition Plan to Competitive Procurement: The emergency contract will remain active only until a standard competitive procurement process can be completed. The city is actively in the process of a formal Request for Proposals (RFP) to secure long-term service providers through a competitive, transparent process.

2. Short-Term Contract with Defined Limits: The emergency procurement has clear limits in scope and duration to minimize dependency. The city has restricted services to the most critical functions, such as shelter operations, veterinary care, and public health compliance, essential for public safety and animal welfare.

3. Monitoring and Evaluation: The city will monitor the contractor's performance under the emergency contract, using this data to refine service requirements and improve the competitive bidding process. Monthly status reports from the contractor will ensure oversight and facilitate a smoother transition to long-term providers.

These measures are intended to minimize both the impact and duration of the emergency contract, ensuring that the city's animal services can return to a competitively bid, stable solution as soon as possible.

IX. **Describe what measures the Department will take in the future to prevent/mitigate use of emergency procurement under similar circumstances.**

To prevent or mitigate the need for emergency procurements in similar situations, the Department will take the following proactive steps:

1. Immediate RFP Process: The Department is currently in the process of a Request for Proposals (RFP) to secure long-term, competitively bid contracts for essential animal services. This proactive approach will reduce reliance on short-term emergency measures.

2. Advanced Contract Planning: In the future, the Department will implement advanced planning for contract renewals and potential vendor changes. This will include monitoring contract timelines and setting internal reminders to initiate competitive bidding well before contract expiration dates.

3. Contingency Partnerships: The Department will work to establish contingency agreements with additional animal service providers to ensure a rapid response in the event of vendor loss or service disruption. By having alternative providers identified, the Department can reduce delays and maintain service continuity.

4. Regular Market Assessments: Conducting periodic market assessments will help identify qualified vendors within the region, ensuring that the city has a pool of providers ready to respond to an RFP, if needed. This process will also aid in securing providers who meet the city's specific needs, reducing the likelihood of service disruptions.

By taking these steps, the Department aims to enhance preparedness and reduce reliance on emergency procurement, securing uninterrupted, compliant, and humane animal services for the City of Santa Fe.

Certified by:

City Chief Procurement Officer, Travis Dutton-Leyda	**Date** 07/03/2025

City Approval by:

Paul Joye (Jul 3, 2025 15:54 MDT) **Department Director, Paul Joye, Police Chief**	**Date** 07/03/2025
Marcos Martinez Marcos Martinez (Jul 3, 2025 17:00 MDT) on behalf of **City Attorney, Erin McSherry**	**Date** 07/03/2025
Mark Scott (Jul 7, 2025 15:48 MDT) **City Manager, Mark Scott**	**Date** 07/07/2025
Emily K. Oster **Finance Director, Emily Oster**	**Date** 07/03/2025

Note: All emergencies must be posted to the SPD website:
https://www.generalservices.state.nm.us/statepurchasing/submit-emergency.aspx
and the City of Santa Fe's website:
https://santafenm.gov/finance-2/purchasing-1/solicitations

Item #: 25-0357
Munis Contract #: 3250332
Original Contract Item #: 25-0011
SWPA/GSA/Coop/RFP/ITB #: Emergency #50-M0087-24-EM158

CITY OF SANTA FE, POLICE DEPARTMENT]
AMENDMENT No. 1 TO
Contract # 3250332

Santa Fe Animal Shelter Services Contract

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE CONTRACT, dated January 14, 2025 (the "Contract"), between the City of Santa Fe (the "City") and Santa Fe Animal Shelter and Humane Society, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Contract, Contractor has agreed to provide the City professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Contract.

B. Pursuant to Article 14 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 3, paragraph A of the Contract is amended to increase the amount of compensation by a total of $150,000 so that Article 3, paragraph A reads in its entirety as follows:

> A. The City shall pay to the Contractor in full payment for services satisfactorily performed based on the per hour/per treatment costs listed in Attachment A. Such compensation shall not exceed two hundred seventy-eight thousand dollars ($278,000), including gross receipts tax ("NMGRT"). NMGRT will be paid at the rate of 8.1875%. **The total amount payable to the Contractor under this Contract, including gross receipts, tax and expenses, shall not exceed ($278,000).**

2. TERM:

Article 4 of the Contract is hereby deleted in its entirety and substitute the following Article 4 in its place:

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate 6 months from the date of signature unless terminated pursuant to paragraph 5 (Termination) and paragraph 6 (Appropriations).

3. CONTRACT IN FULL FORCE.

Except as specifically provided in this Amendment, the Contract remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

Alan Webber (Aug 5, 2025 12:36:25 MDT)

ALAN WEBBER, MAYOR

DATE: Aug 5, 2025

CONTRACTOR:
Santa Fe Animal Shelter and Humane Society, Inc.

Jackie Roach

JACKIE ROACH, Chief Executive Officer

TITLE

DATE: 07/03/2025

NMBTIN: _____

ATTEST:

ANDREA SALAZAR (Aug 5, 2025 12:58:35 MDT)

CITY CLERK
GB MTG 07/30/2025

CITY ATTORNEY'S OFFICE:

Christoher W. Ryan

Christoher W. Ryan (Jul 3, 2025 10:24 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

CITY OF SANTA FE

Date: January 3, 2025

To: Governing Body
Finance Committee
Quality of Life Committee

Via: Randy Randall, Interim City Manager
Paul Joye, Chief of Police

From: **Ben Valdez, Deputy Chief of Police** B. Valdez, DC (Jan 3, 2025 17:29 MST)

Subject: **Professional Services Agreement**

Vendor Name: **Santa Fe Animal Shelter and Humane Society**

Vendor Number: **1521**

ITEM AND ISSUE:
Request for Approval of the Emergency Professional Services Agreement between the Santa Fe Animal Shelter and Humane Society, Inc. and City of Santa Fe, for a six month agreement not to exceed a total of $128,000.00. (Ben Valdez, Deputy Chief of Police, bpvaldez@santafenm.gov)

Action Requested: Approval of a Professional Services Agreement for $128,000.

BACKGROUND AND SUMMARY:
The City of Santa Fe does not maintain their own animal shelter facility and has historically utilized the Santa Fe Animal Shelter and Humane Society to a facility for the humane housing of domestic animals, including veterinarian care for strays, and disposal services by way of cremation. Once animals complete the mandatory stray hold period, the Santa Fe Animal Shelter and Humane Society takes responsibility of the animals and facilitates adoptions.

The Emergency Professional Services Agreement for animal services in Santa Fe is justified due to the immediate need for continued animal shelter operations, veterinary care, and compliance with public health regulations. The city's ability to care for stray, injured, and abandoned animals is essential for public safety and animal welfare. Without an established vendor, Santa Fe faces numerous risks.

While this Emergency Agreement is in place, staff is concurrently completing the Request for Proposals (RFP) process to achieve a long term, multi-year agreement to for the operation of an animal shelter facility through a contractor. Having this agreement allows shelter operations to continue until the RFP process is complete.

PROCUREMENT METHOD:
NMSA 1978, Section 13-1-127 # 50-M0087-24-EM158 (determination form attached)

Chief Procurement Officer Approval: _____ **Date:** Jan 9, 2025
Comment/Exceptions: _____

Supporting Information:

CONTRACT NUMBER:
FY25 Munis Contract # is 3250332

$$$$$ SOURCE/REVENUE: ☒**Expense** | ☐**Revenue**
The funding source is:
Fund Name/Number: Law Enforcement/223
Munis Org Name/Number: Police Administration/2230310
Munis Object Name/Number: Service Contracts/510310

Budget Officer Approval: Andy Hopkins **Date:** Jan 6, 2025
Comment/Exceptions: _____

Grant ☐**Yes** | ☒ **No**
Grant #: N/A
Grant Manager/Accounting Officer Approval: N/A **Date:** _____
Comment/Exceptions: _____

Project ☐**Yes** | ☒ **No**
Project Ledger #: _____

CAPITAL ASSET (will this procurement result in a tangible item that costs more than $5,000
☐**Yes** | ☒ **No**
Asset # (if known): _____

Repair or Replacement of Existing Equipment:
☐**Yes** | ☒ **No**
Capital Project:
(New and improvement projects that are going to cost $10,000 or more)
☐ **Yes** | ☒ **No**
Department Approvals:
IT Components: ☐ **Yes** | ☒ **No**
Vehicles: ☐ **Yes** | ☒ **No**
Facilities, Furniture, Fixtures, Equipment: ☐ **Yes** | ☒ **No**
Approval: N/A **Title:** _____ **Date:** _____
Approval: _____ **Title:** _____ **Date:** _____
Comment & Exceptions: _____

Department Contract Administrator Contact Info: AnnaMarie Bowen x5122

ATTACHMENTS:
Emergency Determination Form
Professional Services Agreement
COI

Item #: **25-0011**
Munis Contract #: 3250332
Emergency #: 50-M0087-24-EM158

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **Santa Fe Animal Shelter and Humane Society, Inc.**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Contract is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, Sections 13-1-127 and 13-1-128, and;

WHEREAS, the Contractor is one of such requisite and qualifications and is willing to engage with the City for professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Contract; and

The City and the Contractor hereby agree as follows:

1. Scope of Work

A. The City Shall:

1) Contact owners of animals collected by the City, as required by Section 5-7.1 SFCC 1987.
2) Mark all City Animal Services vehicles with a "City of Santa Fe" designation so as to identify and differentiate them from Contractor's vehicles. Only utilize personal protective equipment and supplies provided by the City of Santa Fe.
3) Complete in writing, information on the impound cards including the time and exact location at which the animal was impounded. At time of intake, it will be noted if the animal has been cited or will be issued an active citation such as "dangerous dog" or "vicious dog."
4) Regarding animal bite cases, supply upon intake, complete and sign a Bite Case Quarantine form, along with the regular impound card. If the owner of the animal is known and present at the time of impound, the form will be completed and signed by the owner. If the owner is known and is not present at the time of impound, the City will complete the form with the information, but without the signature.
5) The City assumes responsibility for expenses for any animal brought in by the City that requires services outside of the Contractor's regular business hours, scope of capability, or level of overnight care. Cases brought in after 4:30 PM may require transport and overnight care at a veterinary emergency facility, upon discretion of the Animal Services Officer with the City being responsible for expenses incurred. The City accepts the Contractor's business hours may be changed at the Contractor's discretion. Contractor will inform the City in writing at least ten (I 0) days before any such changes are implemented. In the event of delayed opening or early closing due to inclement weather, a manmade or natural disaster the Contractor shall

immediately inform the Animal Services Supervisor of the delayed opening or early closure.

6) During regular operating hours when summoned by the Contractor through the Santa Fe Police Dispatch Center, Animal Services Officers shall report to the Contractor's Facility to complete an impound or release of animals.
7) Deliver to the Contractor the remains of deceased animals for cremation disposal by the Contractor and pay the rate established cremation rate in l.B.15. The Animal Services Officer shall completely and legibly record each deceased animal on the City Carcass Log when placing an animal in the freezer.
8) The City reserves the right to utilize other vendors for veterinary care as needed.
9) The City reserves the right to utilize its own internal services when deemed appropriate.

B. The Contractor shall provide the following services for the City as requested by the city:

1) Comply with all provisions of law and regulations as set forth in Chapter "V" of SFCC 1987, pursuant to Section 5-11.1.B of the Animal Control Ordinance.
2) Operate and maintain an animal shelter as an animal housing facility for the benefit of the citizens of the City. Carry out all duties relating to rabid and biting animals, including, in the case of live animals, confining the animal and determining the immunization status, and in the case of dead animals, preparing and delivering such an animal to the New Mexico Department of Public Health or other approved facility in order that the department may arrange for laboratory determination of whether or not such animal is infected with rabies. All bite cases shall be reported to the City and the animal confined under supervision of the City.
3) Accept an average of ***one hundred ten*** (***110***) stray dogs, cats and other approved domestic small animals per month that are brought to the animal shelter by the City's Animal Services, provided these animals do not exhibit any symptoms of rabies or other dangerous disease. If the number of stray animals exceeds ***one hundred ten*** (***110)*** in a given month, the City will be billed separately at the Contractor's daily impound rate currently forty dollars ($40.00) per day, per animal.
4) All healthy feral cats (as determined by the Contractor) will be sterilized and returned to the location where they were found, delivered to another managed cat colony or considered for adoption.
5) Animals other than dogs and cats may be accepted by the animal shelter at the Contractor's exclusive discretion. Before other animals are accepted by the Contractor, the City must obtain explicit approval from the Contractor in each case. If the Contractor declines to accept these animals, the City will find housing for these animals other than the Contractor.
6) Hold all animals brought to the animal shelter by the City, which remain unclaimed, in accordance with the provisions as set forth in Section 5-7.1 SFCC 1987, unless for humane reasons, the Contractor's veterinarian determines that euthanasia is appropriate prior to that time. ***The date of impound counts as day one for City Impounded animals when calculating hold periods. After the expiration of the legal holding time, all animals become the property of the Contractor.***

7) Holds on animals beyond the legal stray holding time, including but not limited to animals held in the course of investigations, will be billed separately at the Contractor's daily impound rate, currently forty dollars ($40.00) per day, per animal. The Contractor reserves the right to refuse extended stays for animals whose quality of life is compromised or who cannot humanely be cared for in the Contractor's facility as determined by the Contractor.
8) The City may assign the Contractor to be responsible for licensing animals in the City of Santa Fe pursuant to Section 5-5.6 SFCC 1987 until the City makes the determination to assume sole responsibility for licensing animals in the City. Until such determination, the Contractor is responsible for licensing and the Contractor will incur all costs deemed necessary by the Contractor for such licensing and the City will allow Contractor to collect and retain all licensing fees and revenue. In addition, the Contractor shall provide all data related to licensing and fees to the City. Notice to the Contractor to be responsible for licensing or to provide notice to that the City will be solely responsible for licensing will be provided in writing. The City of Santa Fe retains the express right to determine the licensing fee.
9) Provide monthly status reports, as well as individual animal records to the City.
10) Collect and retain all animal boarding fees and costs.
11) Contractor will not be required to board beyond the stray hold period animals for impoundment from an Animal Services Officer, which the Animal Service Officer indicates are to be held as evidence in a pending legal proceeding such as a hoarding case or other criminal case. Contractor may accept such animals beyond the stray holding period on a case-by-case basis based on boarding availability.
12) When a representative of the City is not available during regular operating hours, the Contractor will complete the detailed intake documentation and accept a stray domestic animal found within the Santa Fe City limits by a person who is not the owner of the animal. Upon acceptance of the stray, the Contractor shall immediately contact the Santa Fe Police Dispatch Center and request the Animal Services Officer report to the Contractor's facility to complete the impound card and complete the impound process for the stray. The Contractor's acceptance and shelter of the stray will be confirmed by the Animal Services Officer and the stray will be counted toward the animals the Contractor is compensated for monthly in this contract.
13) If an owner of an impounded animal being held at the Contractor's facility under this contract wishes to retrieve their pet when a representative of the City is unavailable during regular operating hours, the Contractor shall immediately contact the Santa Fe Police Dispatch Center and request the Animal Services Officer report to the facility to complete the release of the animal.
14) Provide medical care under the direction and authority of the Contractor's licensed veterinarian. Decisions regarding all medical care, including the treatment of animals, rest with the Contractor's licensed veterinarian. Animals will not be euthanized within the animal holding period unless medically necessary. Decisions regarding medically necessary euthanasia of suffering animals impounded by the Animal Services Officer and being held at the Contractor's facility rest with the Contractor's licensed veterinarian. The Contractor shall notify the Animal Services Supervisor no later than the next business day of euthanasia or sedation of any animal administered prior to the completion of the hold period.
15) Be responsible for the storage and disposal by cremation of remains received from an Animal Services Officer (ASO) that are deceased upon arrival to the contractor's facility as per Article

1, paragraph A7. The agreed upon rate for disposal of remains by way of cremation is a flat rate of $100 per animal The Contractor shall provide and maintain a freezer on the premises for the appropriate storage of remains of deceased animals during the Stray Hold and remains identification period.

2. Standard of Performance; Licenses

A. The Contractor does hereby accept its designation as a professional service, rendering services related to Animal Services for the City, as set forth in this Contract. The Contractor represents that Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under this Contract.

B. The Contractor agrees to obtain and maintain throughout the term of this Contract, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives, and subcontractors.

3. Compensation

A. The City shall pay to the Contractor in full payment for services satisfactorily performed based on the per hour/per treatment costs listed in Attachment A. such compensation shall not exceed one hundred twenty eight thousand dollars ($128,000), including gross receipts tax. **The total amount payable to the Contractor under this Contract, including gross receipts tax and expenses, shall not exceed ($128,000.00).**

B. Payment. The total compensation under this Contract shall not exceed $128,000.00 including New Mexico gross receipts tax. **PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONTRACTOR BY THE City. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Contract shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the Services provided under this Contract reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Contract being amended in writing prior to services, in excess of the total compensation amount being provided.**

C. Payment shall be made upon Acceptance of each Deliverable and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices MUST BE received by the City no later than fifteen (15) days after the termination of this Contract. Payment Invoices received after such date WILL NOT BE PAID.

D. **Notice of Extended Payment Provision For Grant Funded Contracts**. This contract allows the owner to make payment within 45 days after submission of an undisputed request for payment.

4. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate 6 months from date of signature unless terminated pursuant to paragraph 5 (Termination) and paragraph 6 (Appropriations).

5. Termination

A. Grounds. The City may terminate this Contract for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. The Contractor may only terminate this Contract based upon the City's uncured, material breach of this Contract.

B. Notice; City Opportunity to Cure.

1) The City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Contract upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Contract may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Contract, the Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to Paragraph 6, "Appropriations", of this Contract.

C. Liability. Except as otherwise expressly allowed or provided under this Contract, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Contract. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS CONTRACT.*

6. Appropriations

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, this Contract shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

7. Status of Contractor

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the

City as a result of this Contract. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

8. Assignment

The Contractor shall not assign or transfer any interest in this Contract or assign any claims for money due or to become due under this Contract without the prior written approval of the City.

9. Subcontracting

The Contractor shall not subcontract any portion of the services to be performed under this Contract without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Contract, nor shall any subcontract obligate direct payment from the City.

10. Release

Final payment of the amounts due under this Contract shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Contract.

11. Confidentiality

Any confidential information provided to or developed by the Contractor in the performance of this Contract shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

12. Product of Service -- Copyright

All materials developed or acquired by the Contractor under this Contract shall become the property of the City and shall be delivered to the City no later than the termination date of this Contract. Nothing developed or produced, in whole or in part, by the Contractor under this Contract shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

13. Conflict of Interest; Governmental Conduct Act

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City

and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

14. Amendment

A. This Contract shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

15. Entire Agreement.

This Contract, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire contract of the Parties with respect to the subject matter of this Contract, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Contract, and the related Exhibits and Schedules, the statements in the body of this Contract shall control.

16. Merger

This Contract incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written contract.

This contract is a result of emergency procurement 50-M0087-24-.

No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

17. Penalties for violation of law

NMSA 1978, sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

18. Equal Opportunity Compliance

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

19. Applicable Law

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with

NMSA 1978, section 38-3-2. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

20. Workers Compensation

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Contract may be terminated by the City.

21. Professional Liability Insurance

Contractor shall maintain professional liability insurance throughout the term of this Contract providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Contract.

22. Other Insurance

If the services contemplated under this Contract will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Contract, the following insurance coverage(s), naming the City as additional insured.

A. **Commercial General Liability** insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. **Business Automobile Liability** insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

C. **Broader Coverage and Limits**. The insurance requirements under this Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Contract and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

23. Records and Financial Audit

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Contract's term and effect and retain them for a period of three (3) years from the date of final payment under this Contract. The records shall be subject to inspection by the City. The

City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments.

24. Indemnification

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Contract, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Contract. If any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Contract is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

25. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act.

26. Invalid Term or Condition

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected and shall be valid and enforceable.

27. Enforcement of Contract

A party's failure to require strict performance of any provision of this Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Contract shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

28. Notices

Any notice required to be given to either party by this Contract shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City: Paul Joye, Chief of Police, 2515 Camino Entrada, pmjoye@santafenm.gov

To the Contractor: Santa Fe Animal Shelter & Human Society, 100 Caja Del Rio
finances@SFhumanesociety.org

29. Authority

If Contractor is other than a natural person, the individual(s) signing this Contract on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter a binding contract.

30. Non-Collusion

In signing this Contract, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City's Chief Procurement Officer.

31. Default/Breach

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages, and the City may also seek all other remedies under the terms of this Contract and under law or equity.

32. Equitable Remedies

The Contractor acknowledges that its failure to comply with any provision of paragraph 1.B of this Contract may cause the City irrevocable harm and that a remedy at law for such a failure might be an inadequate remedy for the City, and the Contractor consents to the City 's requesting from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The City's rights to seek equitable relief pursuant to this Contract shall be in addition to, and not in lieu of, any other remedy that the City may have under applicable law, including, but not limited to, monetary damages.

33. Default and Force Majeure

The City reserves the right to cancel all, or any part of any orders placed under this 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 subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Contract.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

Randy Randall (Jan 14, 2025 08:10 MST)

Randy Randall, Interim City Manager

DATE: Jan 14, 2025

CONTRACTOR:
Santa Fe Animal Shelter and Humane Society, Inc.

Jacqueline Roach (Jan 3, 2025 14:56 MST)

Jackie Roach, Chief Executive Officer

DATE: Jan 3, 2025

NMBTIN#: _____

ATTEST:

ANDREA SALAZAR (Jan 14, 2025 14:39 MST)

Andréa Salazar, City Clerk

CITY ATTORNEY'S OFFICE:

Christopher W. ryan (Jan 3, 2025 15:15 MST)

Senior Assistant City Attorney

APPROVED FOR FINANCES:

Emily K. Oster

Emily Oster, Finance Director

Attachment A

Canine Spay: $250
Canine Neuter: $200
Feline Spay/Neuter: $150

Vaccines: 1 year and boosters are $15 per application (Felines get FVRCP and Rabies, Dogs get DAPP, Bordetella, Rabies depending on age and known medical the number of applications varies by the individual, for our average intake it is 4x applications for dogs 3x for cats)

Microchip Implantation $15

Flea/Tick Preventative and Deworming varies by animal weight but for our average intake $10 each, 3 total applications in an animal's stay with us (2x deworm 1x flea/tick).

Daily Boarding to City is$45.90/day
If Medical Care is necessary, the City's Daily Cost of Care is $78.38/day

Cremation:

- Small mammals (pocket pets), fish, reptiles, birds - $15
- Companion Animals - $100

Emergency Medical Fees are variable by procedure/treatment, there are 32 line items ranging from $5 to $185 with an open cost for lab work that has to be sent to Albuquerque.

City of Santa Fe
Emergency Determination Form

The emergency procurement method may only be used as described in NMSA 1978, Section 13-1-127 and in the City's Procurement Manual XII.

The Department that makes an emergency procurement to plan or prepare for the response to a serious threat to public health, welfare, safety or property caused by a flood, fire, epidemic, riot, act of terrorism, equipment failure or similar event shall account for the money spent in making the procurement and report on that accounting to the City's Finance Department Director within ninety days after the end of the contract or fiscal year in which the procurement was made, whichever comes first.

I. City Contact Info:

Department: **Police, City of Santa Fe**
Department Director: **Paul Joye, Police Chief**
Department Contact: **Tara King**
Department Telephone Number: **(505) 955-5004**
City of SF Chief Procurement Officer: **Travis Dutton-Leyda, CPO**
Telephone Number: **(505) 629-8351**

II. Contractors' Information:

1. **Loving Care Cremation**
   - **Services**: Pet cremation services, including individual, and communal cremation options.
   - **Contact Information**:
     - **Phone**: (505) 466-6034
     - **Address**: 8A Old Las Vegas Hwy, Santa Fe, NM 87505

2. **Mosaic Animal Emergency & Specialty**
   - **Services**: Emergency veterinary care, specialty services, and advanced diagnostics.
   - **Contact Information**:
     - **Phone**: (505) 216-0606
     - **Address**: 20 Bisbee Ct, Santa Fe, NM 87508

3. **Roadrunner Veterinary Emergency & Specialty Hospital**
   - **Services**: Emergency and specialty veterinary care; surgery and diagnostic services.
     - **Address:** 5 Camino Karsten, Algodones, NM 87001

- **Phone:** (505) 345-2322

4. **Santa Fe Animal Shelter & Humane Society**
   - **Services**: Animal sheltering, adoption, veterinary services, and public outreach.
   - **Contact Information**:
     - **Address**: 100 Caja del Rio Road, Santa Fe, NM 87507
     - **Phone**: (505) 983-4309

5. **Top Dog Pet Resort**
   - **Services**: Pet daycare, grooming, boarding, and specialty services.
   - **Contact Information**:
     - **Address**: 100 Sun Ave, Santa Fe, NM 87505
     - **Phone**: (505) 982-6080

III. **Term of prospective contract: Up to 6 months**

IV. **Amount of prospective contract: Two hundred thousand dollars ($200,000.00)**

V. **Location of Services: Throughout the City of Santa Fe**

VI. **Please thoroughly list the services (scope of work), construction or items of tangible personal property of the contract:**

Scope of Work for Animal Services Contract

The contracted provider will perform the following services to support the City of Santa Fe in meeting its urgent animal welfare, public health, and compliance needs. The contractor must ensure adherence to all applicable city ordinances, particularly SFCC 1987 Chapter V, Animal Control Ordinances, and provide consistent, humane, and timely care for animals under the city's jurisdiction. **The contractor shall comply with all provisions of law and regulations as set forth in Chapter V of SFCC 1987, pursuant to Section 5-11.1.B of the Animal Control Ordinance.**

1. Shelter Operations and Animal Care

- **Facility Management**: Operate a safe, sanitary, and fully staffed animal shelter as a housing facility to care for and shelter stray, abandoned, or seized animals.
- **Intake and Animal Control**: Accept animals brought by the City's Animal Services Officers, including stray, injured, or surrendered animals. Provide adequate housing, food, and care.
- **Quarantine and Rabies Control**: Confine and manage animals involved in bite incidents or suspected rabies cases. Report and deliver deceased animals as required for rabies testing.
- **Feral Cat Management**: Assess feral cats and, if healthy, provide sterilization before releasing them back to their original location or finding suitable alternative placements.
- **Holding Period Compliance**: Retain animals during the legally mandated holding period, transferring ownership to the shelter upon the hold's expiration unless other arrangements are specified by law.

2. Veterinary Care

- **Routine and Emergency Medical Services**: Provide veterinary evaluations, vaccinations, routine treatments, and emergency medical care as necessary to ensure animal welfare.
- **Veterinary Oversight**: Ensure that all medical care decisions, including euthanasia, are made by a licensed veterinarian. Euthanize animals only when medically necessary and notify the City of such actions.

3. Licensing and Public Health Compliance

- **Licensing**: Oversee pet licensing processes in alignment with city regulations. Collect and retain licensing fees, maintaining records and providing the City with access as needed.
- **Public Health Reporting**: Coordinate with health authorities, including the New Mexico Department of Public Health, on communicable diseases or incidents affecting public safety.

4. Storage and Disposal of Remains

- **Storage of Deceased Animals**: Maintain appropriate facilities (e.g., freezers) for storing the remains of deceased animals received from Animal Services Officers.
- **Cremation Services**: Provide timely and humane disposal of animal remains through cremation, ensuring environmental and public health compliance.

5. Administrative and Reporting Responsibilities

- **Detailed Documentation and Reporting**: Maintain records for each animal, including intake, care, medical treatment, and final disposition. Submit monthly status reports to the City, summarizing shelter activities and public health-related incidents.
- **Collaboration with City Representatives**: Work with city representatives to manage intake processes when city staff are unavailable and handle the release of impounded animals to owners outside regular operating hours.

VII. **Provide an explanation for the justification of the procurement including a description of the emergency condition(s) requiring use of emergency procurement and the practicable competition utilized in compliance with NMSA 1978, Section 13-1-127.**

The emergency procurement for animal services in Santa Fe is justified due to the immediate need for continued animal shelter operations, veterinary care, and compliance with public health regulations. The city's ability to care for stray, injured, and abandoned animals is essential for public safety and animal welfare. Without an established vendor, Santa Fe faces risks, including:

1. Public Health Risks: Managing rabid or diseased animals is critical to prevent the spread of diseases like rabies. The inability to quarantine, vaccinate, or euthanize animals as necessary could pose a health risk to the community.
2. Legal and Regulatory Compliance: The city is mandated to uphold Chapter V of the Santa Fe City Code, which outlines strict requirements for shelter operations, animal handling, and licensing. Failure to comply could lead to legal repercussions and public safety risks.

3. Immediate Animal Welfare Concerns: Without shelter and veterinary care, the city cannot meet basic animal welfare needs. This would likely lead to overcrowding in temporary holding facilities, inability to provide adequate care, and compromised humane treatment for animals.

4. Practicable Competition: In compliance with NMSA 1978, Section 13-1-127, an expedited yet practicable competitive process was utilized. Potential service providers within a reasonable distance of Santa Fe were considered, ensuring that the selected vendor meets city requirements and can initiate services without delay.

This emergency procurement process enables the city to fulfill essential animal services swiftly and within compliance, ensuring safety, welfare, and public health for the residents of Santa Fe.

VIII. **Please describe what measures are being taken to minimize the duration and effect of this emergency procurement (for example: is the emergency only in place until a competitive process can be completed, etc.).**

Measures to Minimize Duration and Impact of Emergency Procurement

This emergency procurement is structured as a temporary solution to address the city's immediate need for animal services. To ensure it is in place only as long as necessary, the following measures are being taken:

1. Transition Plan to Competitive Procurement: The emergency contract will remain active only until a standard competitive procurement process can be completed. The city is actively preparing the necessary documents to initiate a formal Request for Proposals (RFP) to secure long-term service providers through a competitive, transparent process.

2. Short-Term Contract with Defined Limits: The emergency procurement has clear limits in scope and duration to minimize dependency. The city has restricted services to the most critical functions, such as shelter operations, veterinary care, and public health compliance, essential for public safety and animal welfare.

3. Monitoring and Evaluation: The city will monitor the contractor's performance under the emergency contract, using this data to refine service requirements and improve the competitive bidding process. Monthly status reports from the contractor will ensure oversight and facilitate a smoother transition to long-term providers.

These measures are intended to minimize both the impact and duration of the emergency contract, ensuring that the city's animal services can return to a competitively bid, stable solution as soon as possible.

IX. **Describe what measures the Department will take in the future to prevent/mitigate use of emergency procurement under similar circumstances.**

To prevent or mitigate the need for emergency procurements in similar situations, the Department will take the following proactive steps:

1. Immediate RFP Process: The Department will issue a Request for Proposals (RFP) as soon as possible to secure long-term, competitively bid contracts for essential animal services. This proactive approach will reduce reliance on short-term emergency measures.

2. Advanced Contract Planning: In the future, the Department will implement advanced planning for contract renewals and potential vendor changes. This will include monitoring contract timelines and setting internal reminders to initiate competitive bidding well before contract expiration dates.

3. Contingency Partnerships: The Department will work to establish contingency agreements with additional animal service providers to ensure a rapid response in the event of vendor loss or service disruption. By having alternative providers identified, the Department can reduce delays and maintain service continuity.

4. Regular Market Assessments: Conducting periodic market assessments will help identify qualified vendors within the region, ensuring that the city has a pool of providers ready to respond to an RFP, if needed. This process will also aid in securing providers who meet the city's specific needs, reducing the likelihood of service disruptions.

By taking these steps, the Department aims to enhance preparedness and reduce reliance on emergency procurement, securing uninterrupted, compliant, and humane animal services for the City of Santa Fe.

Certified by:

City Chief Procurement Officer, Travis Dutton-Leyda — **Date** Nov 14, 2024

City Approval by:

Paul Joye (Nov 14, 2024 16:31 MST)

Department Director, Paul Joye, Police Chief — **Date** Nov 14, 2024

City Attorney, Erin McSherry — **Date** Nov 14, 2024

Randy Randall (Nov 14, 2024 16:45 MST)

Interim City Manager, Randy Randall — **Date** Nov 14, 2024

Finance Director, Emily Oster — **Date** Nov 14, 2024

Note: All emergencies must be posted to the SPD website:
https://www.generalservices.state.nm.us/statepurchasing/submit-emergency.aspx
and the City of Santa Fe's website:
https://santafenm.gov/finance-2/purchasing-1/solicitations

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/7/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Inszone Insurance Services, LLC 2721 Citrus Road, Suite A Rancho Cordova CA 95742 License#: 0F82764	**CONTACT NAME:** Lauren Hemphill **PHONE (A/C, No, Ext):** 877-308-9663 **FAX (A/C, No):** 916-503-6271 **E-MAIL ADDRESS:** info@inszoneins.com
INSURED SANTA FE ANIMAL SHELTER 100 Caja Del Rio Rd. Santa Fe NM 87507 SANTFEA-03	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Cincinnati Insurance Company 10677 **INSURER B :** New Mexico Southwest Casualty Company 10207 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1127849719 **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 ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			EPP 047 30 60	1/31/2025	1/31/2026	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 $ 500,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			EBA 047 30 60	1/31/2025	1/31/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X **UMBRELLA LIAB** ☒ OCCUR **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			EPP 047 30 60	1/31/2025	1/31/2026	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		26.136	1/31/2025	1/31/2026	☒ 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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Ave
Santa Fe NM 87501

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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Log # *{Finance use only}*:	
Journal # *{Finance use only}*:	

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
Police/Administration	11/6/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Service Contracts	2230310	510310		500,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 500,000	$ -

JUSTIFICATION: *(use additional page if needed)*
–Attach supporting documentation/memo

Use of prior year Gross Receipts Tax revenue earned over budgeted estimates to fund the Animal Services Emergency Contract Amendment and RFP award.

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
223	(500,000)
TOTAL:	500,000

AnnaMarie Bowen — 11/6/2025
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

Paul Joye (Nov 9, 2025 11:25:30 MST) — Nov 9, 2025
Department Director Signature — Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins — Nov 12, 2025
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

CITY OF SANTA FE

The Purchasing Memo

Date: November 24, 2025

To: Governing Body, Finance Committee, and Quality of Life Committee

Via: Paul Joye, Chief of Police Paul Joye (Nov 24, 2025 12:37:18 MST)

From: Ben Valdez, Deputy Chief of Police B. Valdez, DC (Nov 24, 2025 12:27:40 MST)

Subject: BAR to fund Animal Services Emergency Contract and RFP Award

Vendor Name: Santa Fe Animal Shelter

Munis Vendor Number: 1521

ITEM AND ISSUE:

Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $500,000 from prior year Gross Receipts Tax Revenue to Fund Animal Services Emergency Contract and the RFP Award for The Santa Fe Animal Shelter for this Fiscal Year (FY26) Only.

BACKGROUND AND SUMMARY:

The original contract, City Clerk's #25-0011, was executed on January 14, 2025, as an emergency agreement. During the contract term, a Request for Proposals (RFP) was issued and remains under evaluation. Amendment #1, executed on August 8, 2025, increased the contract compensation by $150,000 and extended the term by six months, establishing a new expiration date of February 5, 2026. At this time, negotiations between the City of Santa Fe and the Animal Shelter are still ongoing, and a final agreement has not yet been reached

ATTACHMENTS:

BAR

CITY OF SANTA FE

The Purchasing Memo

Date: October 23, 2025

To: Governing Body, Finance Committee, and Quality of Life Committee

From: Randy Randall, TSF Executive Director Randy Randall (Oct 24, 2025 07:48 11 GMT+2)

Via: Elisa Montoya, Community Development Director Elisa D. Montoya

Cc: Jordan Guenther, TSF Marketing Director

Subject: Amendment 3 of Item 23-0483

Vendor Name: Vladimir Jones (PRACO LTD.)

Munis Vendor Number: 7904

ITEM AND ISSUE:

TOURISM Santa Fe Respectfully Requests your Review and Approval of Amendment #3 to 23-0483 with Vladimir Jones (PRACO LTD.) for Advertising Agency Services. Amendment #3 increases the amount of compensation by $35,000 Including GRT for a total compensation of $16,412,000 Including GRT for Four Year Term.

Committee Meetings
Quality of Life: 12/3/2025
Finance Committee: 12/8/2025
Governing Body: 12/10/2025

CONTRACT NUMBER:

3204117

BACKGROUND AND SUMMARY:

Requesting Amendment 3 increase of $35,000 for a total contract of $16,412,000. This increase will support the cost associated with a video production to capture new assets that would be used to promote Santa Fe in the current FY26 and subsequent Fiscal Years.

Amendment 2: 24-0597, increased Comp by $7,500,000 for a total of $16,377,000

Amendment 1: 23-0695, increased Comp by $877,000 for a total of $8,877,000

Original Contract: 23-0483, 4-year term, Compensation 8,000,000

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Lodgers Tax/213

Munis Org Name/Number: VSF/2130521

Munis Object Name/Number: Advertising Expense/561850

Budget Officer / Designee: Chris Parker **Date:** 10/28/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-111, RFP

RFP #23-49-P

Chief Procurement Officer (CPO)/Designee: _____ **Date:** 10/28/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Treasury/Point of Sale Components included? ☐ Yes | ☒ No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures included? ☐ Yes | ☒ No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this an externally funded purchase? ☐ Yes | ☒ No

If yes, what is the issuing agency: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? ☐ Yes | ☒ No

Project Ledger Number: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

ATTACHMENTS:

Original contract packet (with previous contract amendments)

Item #: _____
Munis Contract #:3204117
Original Contract Item #: 23-0483
RFP #23/49P

CITY OF SANTA FE, TOURISM Santa Fe
AMENDMENT No.3 TO
Contract #23-0483

Adverting Agency

This AMENDMENT No.3 (the "Amendment") amends the CITY OF SANTA FE CONTRACT, dated August 2, 2023 (the "Contract"), between the City of Santa Fe (the "City") and Vladimir Jones (PRACO LTD). (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Contract, Contractor has agreed to provide the advertising agency Services.

B. Pursuant to Article 14 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

COMPENSATION.

To account for additional costs associated with added new asset capture as described in Article 1.D.1., Article 3, paragraph A of the Contract is amended to increase the amount of compensation by a total of Thirty Five Thousand Dollars ($35,000) so that Article 3, paragraph A reads in its entirety as follows:

A. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed Sixteen Million Four Hundred Twelve Thousand Dollars ($16,412,000).

CONTRACT IN FULL FORCE.

Except as specifically provided in this Amendment, the Contract remains and shall remain in full force and

effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. __ to the Contract as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:

Meredith Vaughan
Meredith Vaughan (Oct 22, 2025 11:44:34 MDT)
_____
MERIDITH VAUGHAN, CEO

DATE: Oct 22, 2025
CRS #03-436229-00-0

ATTEST:

_____
ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Christopher Ryan
Christopher Ryan (Oct 22, 2025 13:46:53 MDT)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
_____
EMILY K. OSTER, FINANCE DIRECTOR

Form# 23-0483
Munis Contract # 3204117

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City" and VLADIMIR JONES (PRACO LTD), hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, § 13-1-95.2 F, and NMSA 1978, § 13-1-111.

WHEREAS, the Contractor is one of such requisite and qualifications and is willing to engage with the City for professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Agreement; and

WHEREAS, the Contractor does hereby accept its designation as a professional service, rendering services related to advertising, marketing, and media services for the City, as set forth in this Agreement; and

WHEREAS, it is agreed by the parties that the performance of the professional services is for a period of four years, as directed by the City.

NOW, THEREFORE, the parties hereby agree as follows:

1. Scope of Work.

In collaboration with Tourism Santa Fe (TSF), the Contractor shall perform the following Scope of Work for the purpose of increasing tourism in the City of Santa Fe and building on the success and momentum of The City Different Brand (Brand):

A. Integrated Advertising Campaign and Comprehensive Media

1) Contractor is responsible for the creative development, production, trafficking/distribution, media placement, and ongoing collaboration and account services for TSF to further strengthen the Brand's effectiveness.
2) Contractor shall identify target markets including prioritized domestic fly markets, regional drive markets, and in-state travelers.

3) Contractor shall employ marketing strategies using both traditional and new media elements, including, but not limited to print, television, out of home, digital display, online video, digital native content, paid social media, strategic marketing partnerships, and experiential marketing.

B. Collaboration:

1) Contractor shall be available upon reasonable notice to plan and review work in progress under the terms of this Agreement.
2) Contractor shall collaborate with TSF and third-party contractors, as appropriate, in the development of strategic plans that integrate advertising activities and other TSF programs including but not limited to web development, social media, public relations, meetings and conferences, and tourism trade.
3) Contractor may, in its discretion and at the request of TSF, assist in presenting TSF's advertising objectives, strategic plans and creative direction to industry partners, in legislative meetings, and in public forums. Travel expenses associated with planning or presentations are the responsibility of the Contractor.
4) Contractor shall collaborate with TSF and submit a yearly advertising plan that will be a strategic component of the TSF Marketing Plan that designates target markets and is supported by statistics and research required to achieve goals. In addition, on a yearly basis perform market research to inform and guide the advertising decisions.

C. Contractor Services:

1) Contractor shall submit to TSF a budget tracker showing a detailed breakdown of all production and media budgets, amount committed to date, and amount billed to date no later than the tenth business day of the following month. Failure to provide an updated budget tracking may result in the delay of future payments directly related the reports but will not result in a delay in payment of monthly fees. Contractor shall also provide TSF with a production expense estimate, which must be submitted and approved prior to invoicing. Invoices should include line item detail with any variance from the estimated expense explained.

2) Contractor shall submit a report on the effectiveness of the campaign(s) to TSF Marketing Director on a quarterly basis. The report shall include cost per inquiry, return on the advertising dollar investment, and any/all tracking mechanisms deemed appropriate by TSF.

D. Production:

1) The Contractor shall develop, design and produce advertising copy, layouts, designs and artwork for print, broadcast, radio, outdoor, interactive, audiovisual and on-line media and deliver such material to TSF for approval and then to advertising media, printer, broadcaster, internet provider or producer upon approval on time. Creative design and production include promotions and other projects as

deemed necessary by TSF. Before releasing any material, including all forms of advertisement, to the media, the Contractor will obtain approval for all final layouts, copy or artwork from TSF. Final material shall be submitted to TSF for approval at least 24 hours in advance of release date.

E. Advertising and Media Buys:

1) Contractor shall arrange for all media to be billed at the net cost of time or space directly to the Contractor, which shall be paid from funds designated for media buys. The Contractor is responsible for placing written orders for time or space in advertising media and maintaining the records of all insertion orders, tear sheets, invoices, and all other billing information for a minimum of three (3) years. Contractor will notify TSF when prepayment of advertisement and or production is required. TSF will make prompt payment in accordance with Section 2 of this Agreement.

F. The parties understand this is a non-exclusive agreement and Contractor may freely contract with other entities for the performance of service.

G. Standard of Performance, Licenses:

1) The Contractor represents that it possesses the experience and knowledge necessary to perform the services described under this Agreement.
2) The Contractor agrees to obtain and maintain throughout the Terms of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives, and subcontractors.
3) Contractor will use its best efforts to contract with local Santa Fe businesses to serve TSF and build the Brand. Contractor shall notify TSF of its subcontractors and update the City on any subcontractor changes.

3. Compensation.

A. The total amount payable to the Contractor under this Agreement, excluding gross receipts tax and expenses, shall not exceed eight million dollars ($8,000,000) for the term of this Agreement.

1) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of:

a. FY24: (07/01/2023 – 06/30/2024) $2,000,000
b. FY25: (07/01/2024 – 06/30/2025) $2,000,000
c. FY26: (07/01/2025 – 06/30/2026) $2,000,000
d. FY27: (07/01/2026 – 06/30/2027) $2,000,000

B. Payment in future fiscal years is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.)

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

4. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on JUNE 30, 2027 unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four (4) years in accordance with NMSA 1978, §§ 13-1-150 through 152.

5. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; 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. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *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.*

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the

City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

6. Appropriations.

The terms of this Agreement 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 City Council, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the 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.

7. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

8. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

9. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this 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.

10. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

11. 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 the prior written approval of the City.

12. Product of Service -- Copyright

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

13. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under the Agreement.

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 Article 12 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 Article 12 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 Article 12 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.

14. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the 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 Article 4 herein, or to agree to the reduced funding.

15. Entire Agreement.

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with

respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

16. Penalties for violation of law.

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 illegal bribes, gratuities and kickbacks.

17. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this 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.

18. 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, sec. 38-3-2. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

19. 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.

20. Professional Liability Insurance

Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section, as a condition prior to performing services under this Agreement.

21. Other 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 as 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.

22. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

23. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

24. 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.

25. 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.

26. 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.

27. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City: Randy Randall, 201 W. Marcy Street, Santa Fe, NM 87501;
rrandall@santafenm.gov

To the Contractor: Vladimir Jones (PRACO)
Attn: Meredith Vaughn, CEO
6 North Tejon Street #400
Colorado Springs, CO 80903-3928
mvaughan@vladimirjones.com

28. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

29. 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 Agreement or

understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

30. Non-Collusion.

In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City's Chief Procurement Officer.

31. Default/Breach.

In case of Default and or Breach by the Contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the City may also seek all other remedies under the terms of this Agreement and under law or equity.

32. Equitable Remedies.

The Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the City irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City 's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The City's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that the City may have under applicable law, including, but not limited to, monetary damages.

33. Default and Force Majeure.

The City reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

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: Aug 2, 2023

CONTRACTOR:

Meredith Vaughan

MEREDITH VAUGHN, CEO

DATE: Jun 12, 2023

CRS#03-436229-00-0

Registration #227045

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK XIV

GB MTG 07/26/2023

CITY ATTORNEY'S OFFICE:

Marcos Martinez

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (Aug 1, 2023 23:12 MDT)

EMILY K. OSTER, FINANCE DIRECTOR

VSF Admin - 2130521/Adv Expense - 561850	$1,050,000
CCC Ops - 5206600/Adv Expense – 561850	$950,000 AH

CITY OF SANTA FE
AMENDMENT No. 1 TO
Professional Contract
ITEM [illegible]

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE Professional CONTRACT dated August 2, 2007 (the "Contract") between the City of Santa Fe (the "City") and VLADIMIR JONES (PRACO LTD) (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. [illegible] the Contract, the Contractor has agreed to provide the [illegible]

B. [illegible] Amendment [illegible] the Contract, and for good and valuable consideration, the receipt and [illegible] of which are [illegible] the parties, the City and the Contractor [illegible]

1. COMPENSATION

Article 5 [illegible] Eight Hundred Seventy Seven Thousand Dollars ($877,000) [illegible]

A. [illegible] eight million eight hundred seventy seven thousand dollars ($8,877,000) [illegible]

[illegible]

a. FY24 (07/01/2023 - 06/30/2024) $2,877,000
b. FY25 (07/01/2024 - 06/30/2025) $2,000,000
c. FY26 (07/01/2025 - 06/30/2026) $2,000,000
d. FY27 (07/01/2026 - 06/30/2027) $2,000,000

B. Payment in future fiscal years is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.)

C. [illegible] incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

2. CONTRACT IN FULL FORCE

Except as specifically provided in this Amendment, the Contract remains and shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the Contract as of the dates set forth below.

CITY OF SANTA FE

ALAN WEBBER, MAYOR

DATE Dec 20, 2023

CONTRACTOR
VLADIMIR JONES (PRACO LTD)

Meredith Vaughan

MEREDITH VAUGHN, CEO

DATE Nov 8, 2023

CRS#03-436229-00-0

Registration #[illegible]

ATTEST:

Geralyn Cardenas (Dec 21, 2023 11:53 MST)

GERALYN CARDENAS, INTERIM CITY CLERK
GB MTG 12/13/23 XIV

CITY ATTORNEY'S OFFICE:

Patricia Feghali
Patricia Feghali (Dec 7, 2023 15:48 GMT+1)

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (Nov 27, 2023 14:25 MST)

EMILY OSTER, FINANCE DIRECTOR

CCC Ops 5206600/Adv Expense 561850 $877,000

24-0597

Item#
Munis Contract #
Original Contract Item#23-0483
RFP #

CITY OF SANTA FE
AMENDMENT No. 2 TO
Professional Contract
ITEM#23-0483

This AMENDMENT No. 2 (the "Amendment") amends the CITY OF SANTA FE Professional CONTRACT dated August 2, 2023 (the "Contract"), between the City of Santa Fe (the "City") and Vladimir Jones (PRACO LTD) (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Contract, Contractor has agreed to provide the advertising services.

B. Pursuant to Article 14 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

COMPENSATION

Article 3, paragraph A of the Contract is amended to increase the amount of compensation by a total of Seven Million Five Hundred Thousand Dollars ($7,500,000.00) so that Article 3, paragraph A reads in its entirety as follows:

A. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed Sixteen Million Three Hundred Seventy-Seven Thousand Dollars ($16,377,000.00).

CONTRACT IN FULL FORCE:

Except as specifically provided in this Amendment, the Contract remains and shall remain in full force and effect, in accordance with its terms.

CS

Version 4.12.20.2023

IN WITNESS WHEREOF, the parties have executed this Amendment No.2 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

Alan Webber (Oct 10, 2024 10:29 MDT)

ALAN WEBBER, MAYOR

DATE: Oct 10, 2024

CONTRACTOR:
Vladimir Jones (PRACO LTD)

Meredith Vaughan

MERIDITH VAUGHAN, CEO

DATE: Aug 19, 2024
CRS#03-436229-00-0

Registration # 227045

ATTEST:

GERALYN CARDENAS, INTERIM CITY CLERK

GB MTG 10/09/2024 XIV

CITY ATTORNEY'S OFFICE:

Patricia Feghali

Patricia Feghali (Aug 19, 2024 16:25 MDT)

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

EMILY OSTER, FINANCE DIRECTOR

From: GUENTHER, JORDAN
To: SPENCER, SHIRLEY J.
Subject: FW: [DETERMINATION REQUESTED] Advertising Agency of Record Services
Date: Monday, October 23, 2023 1:46:53 PM
Attachments: image002.png
image003.png
_Electronic Only RFP Template Version 6.3.31.22.docx
image001.png

Here's the VJ Determination.

Jordan Guenther
Director Of Marketing
TOURISM Santa Fe

Santa Fe
THE CITY DIFFERENT

+1 505 309 1194
jguenther@santafenm.gov
201W. Marcy Street,
Santa Fe, NM 87501
www.santafe.org

VIEW CARD

Created with hihello.me

From: LOVATO, JOANN D. <jdlovato@santafenm.gov>
Date: Friday, January 27, 2023 at 11:28 AM
To: GUENTHER, JORDAN <jguenther@santafenm.gov>
Cc: RANDALL, RANDY <rrandall@santafenm.gov>
Subject: RE: [DETERMINATION REQUESTED] Advertising Agency of Record Services

Thank you

Under NMSA 1978 13-1-52 I am making a determination of services. Based on NMSA 1978 13-1-76, this falls in line with a **Professional Service**. If the SOW should change, a new determination will be needed. Since the totality of this project will be more than $60K, a Request for Proposals (RFP) will be the formal solicitation method to be used. Please keep this as part of the procurement file for future reference.

The RFP number assigned to this solicitation is **23/49/P**. I have attached the current RFP template for utilization. Please let me know if you have any questions.

Thanks,

JoAnn D. Lovato
Contracts Supervisor
c: (505) 469-6045

From: GUENTHER, JORDAN <jguenther@santafenm.gov>
Sent: Friday, January 27, 2023 10:50 AM
To: LOVATO, JOANN D. <jdlovato@santafenm.gov>
Cc: RANDALL, RANDY <rrandall@santafenm.gov>
Subject: Re: [DETERMINATION REQUESTED] Advertising Agency of Record Services

Hi JoAnn,

Thank you so much for the quick response this morning; very much appreciated.

I've attached the latest Contract Amendment for the current FY (Munis Contract #3200492). We're requesting an increase to our advertising budget for next FY, but of course that is dependent on the budget process. The $1.8M is flat Y/Y.

Regarding your other two questions:

Will any federal funds be used? NO
Will the contractor be required to have a degree/certificate/special training to be able to perform the SOW? NO

Jordan Guenther
Director Of Marketing
TOURISM Santa Fe

THE CITY DIFFERENT

+1 505 309 1194
jguenther@santafenm.gov
201W. Marcy Street, Santa Fe, NM 87501
www.santafe.org

VIEW CARD

Created with hihello.me

From: LOVATO, JOANN D. <jdlovato@santafenm.gov>
Date: Friday, January 27, 2023 at 10:43 AM
To: GUENTHER, JORDAN <jguenther@santafenm.gov>
Cc: RANDALL, RANDY <rrandall@santafenm.gov>
Subject: RE: [DETERMINATION REQUESTED] Advertising Agency of Record Services

Hi Jordan,

I just saw the estimated annual budget at the bottom of the SOW.
One more question... what is the current contract number for this?

Thanks.

JoAnn D. Lovato
Contracts Supervisor
c: (505) 469-6045

From: GUENTHER, JORDAN <jguenther@santafenm.gov>
Sent: Friday, January 27, 2023 9:47 AM
To: LOVATO, JOANN D. <jdlovato@santafenm.gov>
Cc: RANDALL, RANDY <rrandall@santafenm.gov>
Subject: Re: [DETERMINATION REQUESTED] Advertising Agency of Record Services

Good morning JoAnn,

Just following back up on this determination request. I know this is a bit redundant as I expect this to be Professional Services as it has been in the past, but just trying to follow process protocol.

Thank you.

Jordan Guenther
Director Of Marketing
TOURISM Santa Fe
THE CITY DIFFERENT
+1 505 309 1194
jguenther@santafenm.gov
201W. Marcy Street,
Santa Fe, NM 87501
www.santafe.org
VIEW CARD
Created with hihello.me

From: GUENTHER, JORDAN <jguenther@santafenm.gov>
Date: Tuesday, January 4, 2023 at 10:53 AM
To: LOVATO, JOANN D. <jdlovato@santafenm.gov>
Subject: [DETERMINATION REQUESTED] Advertising Agency of Record Services

Hello JoAnn,

We're currently in the 4th year of a 4-year contract with our advertising agency contract.

Requesting your assistance with the determination of the SOW so that we can proceed accordingly (attached and pasted below for reference):

Scope of Work:

In collaboration with Tourism Santa Fe (TSF), the Contractor shall perform the following Scope of Work for the purpose of increasing tourism in the city of Santa Fe and building on the success and momentum of The City Different Brand (Brand):

A. Integrated Advertising Campaign and Comprehensive Media:

1. Contractor is responsible for the creative development, production, trafficking/distribution, media placement, and ongoing collaboration and account services for TSF to further strengthen the Brand's effectiveness.
2. Contractor shall identify target markets including prioritized domestic fly markets, regional drive markets, and in state travelers.
3. Contractor shall employ marketing strategies using both traditional and new media elements, including, but not limited to print, television, out of home, digital display, online video, digital native content, paid social media, strategic marketing partnerships, and experiential marketing.

B. Agency Collaboration:

1. Contractor shall be available upon reasonable notice to plan and review work in progress under the terms of this Agreement.
2. Contractor shall collaborate with TSF and third-party contractors, as appropriate, in the development of strategic plans that integrate advertising activities and other TSF programs including but not limited to web development, social media, public relations, meetings and conferences, and tourism trade.
3. Contractor may, in its discretion and at the request of TSF, assist in presenting TSF's advertising objectives, strategic plans and creative direction to industry partners, in legislative meetings, and in public forums. Travel expenses associated with planning or presentations are the responsibility of the Contractor.
4. Contractor shall collaborate with TSF and submit a yearly advertising plan that will be a strategic component of the TSF Marketing Plan that designates target markets and is supported by statistics and research required to achieve goals. In addition, on a yearly basis perform market research to inform and guide the advertising decisions.

C. Agency Services:

1. Contractor shall submit to TSF a budget tracker showing a detailed breakdown of all production and media budgets, amount committed to date, and amount billed to date no later than the tenth business day of the following month. Failure to provide an updated budget tracking may result in the delay of future payments directly related the reports but will not result in a delay in payment of monthly fees. Contractor shall also provide TSF with a production expense estimate, which must be submitted and approved prior to invoicing. Invoices should include line item detail with any variance vs. estimate explained.
2. Contractor shall submit a report on the effectiveness of the campaign(s) to TSF Marketing Director on a quarterly basis. The report shall include cost per inquiry, return on the advertising dollar investment, and any/all tracking mechanisms deemed appropriate by TSF.

D. Production:

1. The Contractor shall develop, design and produce advertising copy, layouts, designs and artwork for print, broadcast, radio, outdoor, interactive, audiovisual and on-line media and deliver such material to TSF for approval and then to advertising media, printer, broadcaster, internet provider or producer upon approval on time. Creative design and production include promotions and other projects as deemed necessary by TSF. Before releasing any material, including all forms of advertisement, to the media, the Contractor will obtain approval for all final layouts, copy or artwork from TSF. Final material shall be submitted to TSF for approval at least 24 hours in advance of release date.

E. Advertising and Media Buys:

1. Contractor shall arrange for all media to be billed at the net cost of time or space directly to the Contractor, which shall be paid from funds designated for media buys. The Contractor is responsible for placing written orders for time or space in advertising media and maintaining the records of all insertion orders, tear sheets, invoices, and all other billing information for a minimum of three (3) years. Contractor will notify TSF when prepayment of advertisement and/or production is required. TSF will make prompt payment in accordance with Section 2 of this Agreement.

Estimated Annual Cost:
$1.8M

INSPIRA-02 MCHAVEZ9

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/22/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0757776 HUB International Insurance Services (SOW) 6565 Americas Parkway Suite 720 Albuquerque, NM 87110	CONTACT NAME: PHONE (A/C, No, Ext): (505) 828-4000 FAX (A/C, No): (866) 487-3972 E-MAIL ADDRESS: michelle.chavez1@hubinternational.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : New York Marine & General Insurance — 16608
INSURED Inspirado LLC 609 Broadway Blvd NE Albuquerque, NM 87102	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **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	X	X	PK202500032984	8/22/2025	8/22/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 1,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 1,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO	X		PK202500032984	8/22/2025	8/22/2026	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Misc Rented Equip			IM202500008497	8/22/2025	8/22/2026	Limit	1,000,000
A	Misc Rented Equip			IM202500008497	8/22/2025	8/22/2026	Deductible	5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Santa Fe
Tourism Santa Fe
201 W. Marcy Street
Santa Fe, NM 87501

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

ACORD 25 (2016/03) © 1988-2015 ACORD CORPORATION. All rights reserved.
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Log # *(Finance use only)*:	
Journal # *(Finance use only)*:	

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
TOURISM Santa Fe	10/9/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*(enter as positive #)*	*(enter as negative #)*
Advertising	2130521	561850		35,000	
REVENUES				*(enter as negative #)*	*(enter as positive #)*
				$ 35,000	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

Funding coming from VSF Fund Balance into Advertising is to support the costs associated with a video production to capture new assets that would be used to promote Santa Fe both in the current FY and subsequent FY's.

(Complete section below if BAR results in a net change to ANY Fund)

Fund(s) Affected	Fund Balance Increase/(Decrease)
213	(35,000)
TOTAL:	(35,000)

Shirley Spencer — 10/9/2025
Prepared By *(print name)* — Date

Division Director Signature *(optional)* — Date

Randy Randall (Oct 10, 2025 08:48:46 MDT)
Department Director Signature — Date

(Use this form for Finance Committee/ City Council agenda items ONLY)

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #

Andy Hopkins
Budget Officer — Date

Finance Director *(≤ $5,000)* — Date

Mark Scott (Oct 20, 2025 17:49:35 PDT)
City Manager *(≤ $60,000)* — Date

GB-650-Vladimir Jones

Final Audit Report 2025-11-14

Created:	2025-10-28
By:	ALYSSA PEREZ (aeperez@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJMkEXBqd7ahLQing1soSib07Frr6sOl_

"GB-650-Vladimir Jones" History

Document created by ALYSSA PEREZ (aeperez@santafenm.gov)
2025-10-28 - 3:07:33 PM GMT- IP address: 63.232.20.2

Document emailed to CHRISTOPHER PARKER (csparker@santafenm.gov) for signature
2025-10-28 - 3:09:44 PM GMT

Email viewed by CHRISTOPHER PARKER (csparker@santafenm.gov)
2025-10-28 - 4:01:45 PM GMT- IP address: 104.47.64.254

Document e-signed by CHRISTOPHER PARKER (csparker@santafenm.gov)
Signature Date: 2025-10-28 - 4:02:21 PM GMT - Time Source: server- IP address: 63.232.20.2

Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2025-10-28 - 4:02:24 PM GMT

Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2025-10-28 - 8:25:03 PM GMT - Time Source: server- IP address: 98.97.112.254

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2025-10-28 - 8:25:07 PM GMT

Document e-signed by EMILY OSTER (ekoster@santafenm.gov)
Signature Date: 2025-11-14 - 9:01:03 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2025-11-14 - 9:01:03 PM GMT

Powered by Adobe Acrobat Sign

CITY OF SANTA FE

The Purchasing Memo

Date: November 17, 2025

To: Governing Body and Finance Committee & Quality of Life

From: Randy Randall, TSF Executive Director Randy Randall (Nov 17, 2025 16:30:22 MST)

Subject: Mittera Printing Service - Amendment #4 of Item 22-0062

Vendor Name: Mittera

Munis Vendor Number: 9336

ITEM AND ISSUE:

Approval of Amendment #4 to item #22-0062 with Mittera for General Services. Amendment #4 is to Increases the Compensation for FY26 by $150,757.12 for Printing of the Santa Fe Visitor's for a Grand Total Compensation of $737,584.59 – not to exceed for a term of 4 years, expiring June 30, 2026.

COMMITTEE REVIEW:

Quality of Life Committee: December 3, 2025
Finance Committee: December 8, 2025
Governing Body: December 10, 2025

CONTRACT NUMBER:

Munis contract number is 3203137

BACKGROUND AND SUMMARY:

Every year TOURISM Santa Fe (TSF) prints a quantity of the "Official Santa Fe Visitor Guide" for the promotion of Santa Fe. Mittera was selected through an ITB #22/19/B. This amendment #4 is to increase the compensation for FY26 in the amount of $150,757.12 for contract grand total of $737,584.59 for a four-year term expiring June 30, 2026.

History:

FY22	Original Contract 22-0062	for Printing Services	$120,481.65
FY23	Amendment 1, 23-0150	to increase compensation by	$146,585.82
FY24	Amendment 2, 23-0694	to increase compensation by	$155,760.00
FY25	Amendment 3, 25-0095	to increase compensation by	$164,000.00

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Lodgers Tax/213

Munis Org Name/Number: VSF Admin/2130521

Munis Object Name/Number: Print & Publish/561800

Budget Officer / Designee: Andy Hopkins **Date:** 11/19/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-102, ITB

Chief Procurement Officer (CPO) / Designee: _____ **Date:** 11/21/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ **Yes** | ☒ **No**

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Vehicles included? ☐ **Yes** | ☒ **No**

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures included? ☐ **Yes** | ☒ **No**

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this an externally funded purchase? ☐ **Yes** | ☒ **No**

If yes, what is the issuing agency: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? ☐ **Yes** | ☒ **No**

Project Ledger Number: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

ATTACHMENTS:

Determination, Vendor's Quote, COI &
General Services Original contract packet with Amendments

Item #: _____
Munis Contract #: 3203137
Original Contract Item #: 22-0062
ITB #: 22/19/B

CITY OF SANTA FE, TOURISM Santa Fe
AMENDMENT No. 4 TO
Contract # 22-0062

Printing Services

This AMENDMENT No. 4 (the "Amendment") amends the CITY OF SANTA FE CONTRACT, dated February 23, 2022 (the "Contract"), between the City of Santa Fe (the "City") and MITTERA. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Contract, Contractor has agreed to provide the printing services.

B. Pursuant to Article 8 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 3 of the Contract is amended to increase the amount of compensation by a total of One Hundred Fifty Thousand Seven Hundred Fifty-Seven Dollars and Twelve Cents ($150,757.12) so that Article 3 reads in its entirety as follows:

[REMAINER OF PAGE INTENTIONALLY LEFT BLANK]

Deliverable Item:	U/I (unit of Issue)	Prices
250,000	FY22	$120,481.65
200,000	FY23	$146,585.82
200,000	FY24	$155,760.00
175,000	FY25	$164,000.00
175,000	FY26	$150,757.12

The total compensation under this agreement shall not exceed Seven Hundred Thirty Seven Thousand Five Hundred Eighty-Four Dollars and Ninety Cents (737,584.59) including New Mexico Gross Receipts Tax.

2. CONTRACT IN FULL FORCE.

Except as specifically provided in this Amendment, the Contract remains and shall remain in full force and effect, in accordance with its terms.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Amendment No. 4 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:

Jon Troen (Nov 14, 2025 14:14:49 CST)
JON TROEN, CEO

DATE: Nov 14, 2025
CRS # 03-520174-00-6 / FEIN # 42-01028248

ATTEST:

_____
ANDREA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Ruby Crews
Ruby Crews (Nov 14, 2025 13:55:46 MST)
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
EMILY K. OSTER, FINANCE DIRECTOR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/17/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER	CONTACT NAME: Cameron Shaw	
North Risk Partners 1045 76th Street, STE 4000 West Des Moines IA 50266	PHONE (A/C, No, Ext): (515) 327-8450	FAX (A/C, No): (515) 327-8457
	E-MAIL ADDRESS: cameron.shaw@northriskpartners.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Mittera Group, Inc. 5085 NE 17th St Des Moines IA 50313	INSURER A : Travelers Indemnity of America	25666
	INSURER B : Travelers Indemnity Co.	25658
	INSURER C : Travelers Property Casualty Co of America	25674
	INSURER D : Great American Alliance Ins.	
	INSURER E : Hudson Excess Ins Co Non-Admitted	14484
	INSURER F : QBE Spec Ins Co Non-Admitted	11515

COVERAGES **CERTIFICATE NUMBER:** 25-26 **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: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			6300E948872	06/01/2025	06/01/2026	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 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			8103P569535	06/01/2025	06/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			CUP3L686452	06/01/2025	06/01/2026	EACH OCCURRENCE AGGREGATE	$ 20,000,000 $ 20,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC1278337-09	06/01/2025	06/01/2026	[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
E/F	Professional Liability & Network Security - Cyber			EEZ1374704 / 130001432	09/29/2025	09/29/2026	Ea Wrongful Act- Primary Ea Wrongful Act- Excess	$5,000,000 $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Avenue
Santa Fe NM 87504-0909

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

Craig Bowick

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Quote

Company Name:	CITY OF SANTA FE - Tourism Santa Fe	***7/28/2025***	Estimate:	41338-3
Title Description:	**2026 Santa Fe Tourism Guide - 144pg + 4pg Cover**			
Quantity:	175,000			
Trim Size:	6 x 10			
Pre-Press:	Single page digital files (PDF, P/S, EPS, DCS-2, TIFF/IT, or CT/LW) supplied to Mittera Group (MG) specifications for Computer-to-Plate processing. ***Proofs:*** Soft proofs included. **Additional PDF $5.00 Per Page, Additional Epson $20.00 Per Page**			
Presswork & Pages:	**Cover: 4cp+MatteUV/4cp; Text: 4cp/4cp**			
Paper:	**Cover: 100# Gloss Book #3; Text: 50# CGW #4 80br**			
	Note: Paper prices included in this quote are based on current market rates and are subject to change. Please see conditions affecting the price of paper and other general provisions in the "Paper Terms & Conditions Acknowledgement" form attached.			
Binding:	Perfect Bind & Trim			
Packaging:	Stack down on skids and shrink wrap			
Delivery:	F.O.B. Mittera - Los Alamitos, CA (All Freight is additional)			
Schedule:	Quote subject to a mutually agreeable schedule based on available manufacture time.			
Mailing Services:	All mailing processes are additional			
Overs/Unders:	An over-run of 3% _____ (initials) and under-run of 3% _____(initials) of the quantity ordered will constitute an acceptable delivery and shall be billed according to the actual quantity delivered.			

Pricing:

	175,000 copies	Add'l/M's	Less'l/M's
Base print & paper	$ 129,398.49	$ 762.29	$ 533.60

Freight estimate / 2 Trucks	$7,926.00	(75,000 to Santa Fe, NM 87501 / 100,000 to Albuquerque, NM 87101)
Fuel Surcharge estimate @ 31.5%	$2,496.69	(Fuel is estimated at today's rate but will be invoiced at prevailing
UPS estimate	$60.00	rate at time of shipment. Fuel is ESTIMATE only.)
Estimated taxes	$10,875.94	
Estimated total	$ 150,757.12	

DUE TO THE CURRENT VOLITILITY IN THE PAPER INDUSTRY, PAPER PRICES AND AVAILABILITY OF PAPER WILL NEED TO BE CONFIRMED AT THE TIME THE QUOTE IS SIGNED. ALL QUOTES WILL BE ADJUSTED TO THE FINAL PRICE OF PAPER UPON PAPER DELIVERY TO MITTERA'S FACILITY AND WILL REQUIRE A NEW SIGNATURE TO THE ADJUSTED QUOTE.

Terms

- ☐ This quote and performance therof is subject to credit approval in writing by the credit department at Mittera Group.
- ☐ Pallets included in this quote are based on full pallets. Any incremental pallets used due to Customer distribution requirements will be invoiced at $21.25 per pallet. Product handling of mail pallets will be invoiced at $5.00 per pallet.
- ☐ Any applicable federal, state, or local taxes are not included in quoted price and will be added to the invoice.
- ☐ Freight rates exclude any fuel surcharge. A line item for fuel srucharge will be added based on the week the product was shipped. Rates are determined by the Department of Energy and are published weekly.
- ☐ The instructions, terms, conditions, and provisions appearing herin and on page 2, and any attachments, are made part of this quotation.
- ☐ Additonal thousands or less thousands price can be used for either increased or decreased quantities, as long as the quantity Is within 10% of the quantity quoted. Variances greater than 10% (plus or minus) must be re-quoted.
- ☐ Pre-Press services required due to files or proofs not meeting ***MG*** specifications will be processed without notice as long as the incremental cost is $400.00 or less, and will be invoiced accordingly. ***MG*** will notify the Customer if the charges exceed $400.00.
- ☐ An energy surcharge may be added as a general percentage to the entire invoice (not including freight) based in current market conditions.
- ☐ The miscellaneous price list attached to this quote will be used for invoicing those services not covered under this quote.
- ☐ Prices in this quote are subject to change based on increased cost of commodities (i.e. paper, ink, pallets, etc…), minimum wage adjustments, or consumer price index inflation.

Customer Acceptance:

A facsimile signature shall be deemed an original and can be used as such or all purposes.

Signature: _____ Date: _____

Name: Jordan Guenther

Title: Director or Marketing

Phone: 503.309.1194

Email: jguenther@santafenm.gov

CITY OF SANTA FE - Tourism Santa Fe

Mittera Group

7/28/2025

Name: Harry Tomlinson

Title: Director Integrated Sales

Phone: 817.901.9430

Email: Harry.Tomlinson@mittera.com

Quote

TERMS & CONDITIONS:

This Proposal is an offer by Mittera ("**Supplier**") for the sale of the services specified on the face of this Proposal (the "**Services**") to the party to whom the Proposal is addressed (the "**Customer**"), in accordance with and subject to these terms and conditions (the "**Order**"). This Order, together with any documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the Order, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with respect to the subject matter of the Order. These Terms prevail over any terms or conditions contained in any other documentation and expressly exclude any of Customer's general terms and conditions of purchase or any other document issued by Customer in connection with this Order.

Estimate
A Proposal not accepted in writing within thirty (30) days may be changed. Estimates are based on Supplier's understanding of Customer's specifications and on the cost of labor and materials on the date of the Proposal. If changes occur in the cost of materials, labor, or other costs prior to acceptance, or if Customer requires changes in specifications, quantities, designs, or the production schedule subsequent to acceptance, Supplier reserves the right to change the pricing of the Proposal. Subsequent orders may be subject to price revision.

Payment
Unless otherwise specified herein, payment for Services shall be net cash due thirty (30) days from invoice date, and payment for freight shall be net cash, due 10 days from invoice date.
In the event Customer defaults in making any payment when due, (a) Supplier may suspend performance under this Order; and (b) a finance charge of 1.5% percent per month (18% per annum), together with all costs of collection, including reasonable attorney's fees, will be charged on all past-due balances until paid.

As security for payment of any sum due under the terms of this Order, Supplier has the right to hold and place a lien on all of Customer's property in Supplier's possession.

Delivery
Unless otherwise specified, the price quoted is for a single shipment, without storage, F.O.B. Supplier's platform.

Postage
Estimates do not include postage. Supplier will notify Customer in writing including by facsimile or by delivery-confirmed e-mail of the required postage as soon as this amount is known and will notify Customer of the date when the postage is needed in order to complete the mailing prior to the agreed-upon mailing date. While Supplier will make every effort to provide Customer with an accurate estimate of required postage, Supplier is not responsible for additional postage charges if the rate of postage changes for reasons beyond Supplier's control.

Payment of postage in advance is required on all orders and is Customer's responsibility. Supplier reserves the right to hold mailings for which sufficient postage has not been paid or until postage payment has been verified. Customer will provide the postage payment in adequate time for Supplier to complete the mailing prior to the previously agreed-upon mail date.

Taxes
All taxes and assessments levied by any governmental authority are Customer's responsibility and will be added to Customer's invoice. No tax exemption will be granted unless official proof of Customer's exemption is on file with Supplier. If, after Customer has paid the invoice, it is determined that more tax is due, Customer must promptly remit the required taxes to the taxing authority or immediately reimburse Supplier for any additional taxes paid.

Cancellation
Customer shall give Supplier as much notice as reasonably practicable if Customer wishes to cancel the Order. Customer shall be liable for all costs incurred by Supplier resulting from such cancellation that are not avoidable through reasonable commercial efforts, including, without limitation, materials ordered or inventoried on Customer's behalf and not otherwise usable by Supplier in the ordinary course of its business within a reasonable period of time.

Copyrights
Customer warrants that it has the right to produce the subject matter to be printed, duplicated, or distributed.

Prepress, Preparatory, and Proofing
Until Customer's data or media can be evaluated by Supplier, no claims or promises are made about Supplier's ability to work with the material submitted in digital format, and no liability is assumed for problems that may arise. Any additional translating, editing, or programming needed to utilize Customer-supplied files will be charged at prevailing rates.

Supplier will submit prepress proofs along with original copy for Customer's review and approval. Corrections will be communicated electronically or returned to Supplier on a "master set" marked "OK," "OK With Corrections," or "Revised Proof Required," and electronically authorized or signed by Customer. Supplier will not be responsible for undetected production errors if: (a) Customer does not require proofs; (b) the work is printed per Customer's OK; or (c) requests for changes are communicated orally.

When proofing color, a reasonable variation between color proofs or electronic renderings and the final product is to be expected. This is due to differences in viewing conditions, equipment, paper, inks, and toner between the color proofing process and print production.
Press proofs will not be furnished unless they have been requested by Customer and presented in Supplier's quotation. A press sheet can be submitted for Customer's approval as long as Customer is present at the press during makeready. Any manufacturing time lost or alterations/corrections made because of Customer's delay or change of mind will be chargeable at Supplier's current rates.

Overruns, Underruns, Spoilage
Overruns or Underruns: Will not exceed ten (10) percent of the quantity ordered. Supplier will invoice for the actual quantity delivered within this tolerance. If Customer requires a guaranteed quantity, the percentage of tolerance must be stated at the time of estimate. Customer must advise Supplier, in advance of the job, the disposition of overs. Overs may be returned to Customer, stored, or destroyed. If items are stored or returned, applicable storage and delivery charges will be added. Additionally, at Supplier's option and without liability to Supplier, material may be automatically destroyed after 60 days if Customer has failed to respond to a disposition request or failed to pay for storage starting 30 days after the mail date. Premium storage rates may be applied to old materials or materials for which disposition has not been designated.

Spoilage: All direct mail handling and processing involves spoilage. Spoilage of up to three (3) percent of Customer's material is typical. Allowances for spoilage should be taken into consideration in ordering material. Every effort will be made to handle Customer's material with frugality and to prevent undue spoilage. Nevertheless, Supplier cannot accept responsibility for shortages of material as a result of normal spoilage in processing.

Storage
Verified Quantities: Outside manufacturer delivery tickets must accompany the material delivered and should show the number of rolls, skids, or cartons, the quantity per skid or carton, and the total delivery quantity. Each incoming carton or skid must bear an identity, item code, quantity, and a sample clearly visible.

Each skid should have only one material version, unless clearly marked and separated. Multiple items should not be included within a single carton, skid, or container unless noted thereon and on accompanying paperwork. Skids may not contain more than 2,000 pounds of material. Supplier will apply a surcharge for any rework necessary for materials received not meeting these specifications. Collect shipment will be accepted by Supplier only if clearance is obtained in advance, and a service charge will be added to the actual freight charges.
Counts: Supplier accepts outside manufacturers' count until processing and assume no responsibility for shortages discovered at that time. Additional charges will apply if Customer requires Supplier to verify outside manufacturers' counts prior to processing.

Paper Storage: Supplier will provide storage for Customer's paper chargeable at Supplier's current rates and based on the quantity of paper on hand the first day of the month. If storage charges remain unpaid for 90 days, Supplier shall have the right to demand that Customer remove the paper from Supplier's storage. If Customer fails to remove the paper after 20 days' notice, Supplier may sell the paper and remit the proceeds to Customer less storage costs and costs of sale. Supplier shall also have the right to purchase the paper for its own account at market rates.

Material Storage: Storage of finished goods, inserts, covers, cartons, and all other material will be free for up to 30 days prior to, and 30 days after, the originally scheduled print date. Finished goods and other material received earlier than 30 days prior to, or remaining in storage 30 days after, the originally scheduled print date will be chargeable at Supplier's current rates.

Claims
Claims for defects, damages, or shortages must be made by Customer in writing no later than 10 calendar days after delivery. If no claim is made within the specified time period, Supplier and Customer will have mutually acknowledged that the job has been accepted by Customer and that Supplier's performance has fully satisfied all terms, conditions, and specifications of this Order.

Choice of Law and Venue
This Order is made pursuant to and shall be governed by the law of the state where the Services are performed, and Customer consents to jurisdiction of the courts thereof.

Damages/Limitation of Liability
Supplier's liability for any and all claims whatsoever of any kind and nature arising out of this Order shall not exceed Supplier's price to Customer for performing the Services, and further mutually agree that replacing the work (including any services) or re-mailing or re-shipping a correction or corrected job as soon as possible to rectify the mistake that is the subject of this Order shall satisfy any and all claims whatsoever of any kind and nature arising out of this Order.
Under no circumstances will Supplier be liable for incidental or consequential damages, including but not limited to lost profits and lost postal discounts, however proximate or foreseeable, arising out of the Services.

Waiver
No waiver by either party of any default by the other in the performance of or compliance with any provision, condition, or requirement herein shall be deemed to be a waiver of, or any manner release such other party from compliance with any provision, condition, or requirement in the future, nor shall any delay or omission of either party to exercise any right hereunder in any manner impair the exercise of any such right accruing to it thereafter. Any matter arising under this Order that creates a right of action in either party against the other party, or the enforcement of any obligation or undertaking by one party against the other, shall survive any termination or expiration of this Order.

CITY OF SANTA FE - Tourism Santa Fe

Quote

Paper Terms & Conditions Acknowledgement

In an effort to provide our customers with the utmost flexibility, timeliness and competitive paper pricing, MG will routinely utilize our vast inventory of fine printing papers to manufacture your product. For your convenience, MG has access to over 100 sizes, types, and grades for just in time delivery. The information below outlines our paper terms and conditions.

General Paper Provisions:
Upon the mutual agreement of both MG and Customer in writing, changes may be made in delivery schedules, specifications as to quantities, specifications as to finished sizes and page count, specifications as to paper or any other matters affected by the conditions referred to above. *In the event Customer changes delivery schedule, quantity, page count or finished size without mutual agreement of MG in writing, Customer will be financially responsible for balance of unused paper that Printer has secured for job(s) currently in and / or scheduled for production. If MG purchases paper on behalf of Customer, and Customer leaves Printer prior to using such paper, then Customer agrees to financially reimburse MG for any unused paper. Unused paper is defined as paper on MG's floor, off-site storage locations, or in transit from the vendor whom the paper was purchased.*

Paper Price:

The agreed upon contract price includes paper priced as of the date of the contract. Paper prices are market driven and subject to change at any time. In the event the cost of paper on date of delivery of paper exceeds the paper cost on the date of this contract, MG reserves the right to charge customer the added paper cost to the contract price. If consumption of paper in contract exceeds 44,000 lbs, MG agrees to provide customer 30 days written notice of stated paper price increase in the contract price.

Paper Shortage Clause:

MG shall not be liable for damages, proximate or remote, arising in any way from its failure to make or delay in making delivery because of its inability to obtain paper in the amounts and grades specified herein or arising in any way from any circumstances or other unavoidable cause beyond the control of MG. Within a reasonable time after receiving knowledge of any condition referred to above, MG shall give notice to customer of such condition.

Quantity Variation:

An over-run of 3% _____ (initials) and under-run of 3% _____(initials) of the quantity ordered will constitute an acceptable delivery and shall be billed according to the actual quantity delivered.

Customer Acknowledgement: CITY OF SANTA FE - Tourism Santa Fe

_____ _____
Date

From: LOVATO, JOANN D.
To: SPENCER, SHIRLEY J.
Subject: RE: Mittera Amendment
Date: Monday, October 23, 2023 12:46:07 PM
Attachments: image001.png

Thank you Shirley. This will be General Services.

JoAnn D. Lovato Montaño, CPO
Contracts Supervisor
c: (505) 469-6045



From: SPENCER, SHIRLEY J. <sjspencer@santafenm.gov>
Sent: Monday, October 23, 2023 12:33 PM
To: LOVATO, JOANN D. <jdlovato@santafenm.gov>
Subject: RE: Mittera Amendment

Just increasing Comp not SOW for both –

MITTERA in the amount of 120,481.65 (original). Amendments: 1 & 2 now total: 406,827.47 (ITB #22/19/B)

Scope of Work

A. The Contractor shall perform the work as outlined in following Specifications and incorporate herein by reference.

The Contractor shall perform Printing and Annual Santa Fe Visitors Guide and Mailing Envelopes. The Visitors Guide Scope (digital example of 2021 Visitors Guide can be found at https://issuu.com/visitsantafe/docs/santafevisitorsguide2022:

Print-ready files provided by TOURISM Santa Fe to selected vendor

- Shipping/Delivery: Approx. cost to ship to Santa Fe, NM 87501, delivered December 2021/January 2022 116 pages (112 pages, plus 4-page cover)
- Paper: 45# or 50# Interior, 80# Cover Ink – 4 Color Process, Gloss Varnish
- Quantity: 250,000 run Trim Size: 5.375 x 8.375 Bindery: Perfect bound

VLADIMIR JONES (PRACO) in the amount of 8 Million (Original). Amendment 1: grand total: 8.835M Term end June 30, 2027 RFP# 23/49/P

Scope of Work for the purpose of increasing tourism in the City of Santa Fe and building on the success and momentum of The City Different Brand (Brand):

A. Integrated Advertising Campaign and Comprehensive Media:

1. Contractor is responsible for the creative development, production, trafficking/distribution, media placement, and ongoing collaboration and account services for TSF to further strengthen the Brand's effectiveness.
2. Contractor shall identify target markets including prioritized domestic fly markets, regional drive markets, and in state travelers.
3. Contractor shall employ marketing strategies using both traditional and new media elements, including, but not limited to print, television, out of home, digital display, online video, digital native content, paid social media, strategic marketing partnerships, and experiential marketing.

B. Collaboration:

1. Contractor shall be available upon reasonable notice to plan and review work in progress under the terms of this Agreement.
2. Contractor shall collaborate with TSF and third-party contractors, as appropriate, in the development of strategic plans that integrate advertising activities and other TSF programs including but not limited to web development, social media, public relations, meetings and conferences, and tourism trade.
3. Contractor may, in its discretion and at the request of TSF, assist in presenting TSF's advertising objectives, strategic plans and creative direction to industry partners, in legislative meetings, and in public forums. Travel expenses associated with planning or presentations are the responsibility of the Contractor.
4. Contractor shall collaborate with TSF and submit a yearly advertising plan that will be a strategic component of the TSF Marketing Plan that designates target markets and is supported by statistics and research required to achieve goals. In addition, on a yearly basis perform market research to inform and guide the advertising decisions.

C. Contractor Services:

1. Contractor shall submit to TSF a budget tracker showing a detailed breakdown of all production and media budgets, amount committed to date, and amount billed to date no later than the tenth business day of the following month. Failure to provide an updated budget tracking may result in the delay of future payments directly related the reports but will not result in a delay in payment of monthly fees. Contractor shall also provide TSF with a production expense estimate, which must be submitted and approved prior to invoicing. Invoices should include line item detail with any variance from the estimated expense explained.

2. Contractor shall submit a report on the effectiveness of the campaign(s) to TSF Marketing Director on a quarterly basis. The report shall include cost per inquiry,

return on the advertising dollar investment, and any/all tracking mechanisms deemed appropriate by TSF.

D. Production:

1. The Contractor shall develop, design and produce advertising copy, layouts, designs and artwork for print, broadcast, radio, outdoor, interactive, audiovisual and on-line media and deliver such material to TSF for approval and then to advertising media, printer, broadcaster, internet provider or producer upon approval on time. Creative design and production include promotions and other projects as deemed necessary by TSF. Before releasing any material, including all forms of advertisement, to the media, the Contractor will obtain approval for all final layouts, copy or artwork from TSF. Final material shall be submitted to TSF for approval at least 24 hours in advance of release date.

E. Advertising and Media Buys:

1. Contractor shall arrange for all media to be billed at the net cost of time or space directly to the Contractor, which shall be paid from funds designated for media buys. The Contractor is responsible for placing written orders for time or space in advertising media and maintaining the records of all insertion orders, tear sheets, invoices, and all other billing information for a minimum of three (3) years. Contractor will notify TSF when prepayment of advertisement and/or production is required. TSF will make prompt payment in accordance with Section 2 of this Agreement.

F. The parties understand this is a non-exclusive agreement and Contractor may freely contract with other entities for the performance of service.

G. Standard of Performance; Licenses:

1. The Contractor represents that it possesses the experience and knowledge necessary to perform the services described under this Agreement.
2. The Contractor agrees to obtain and maintain throughout the Terms of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives, and subcontractors.
3. Contractor will use its best efforts to contract with local Santa Fe businesses to serve TSF and build the Brand. Contractor shall notify TSF of its subcontractors and update the City on any subcontractor changes.

Shirley

From: LOVATO, JOANN D. <jdlovato@santafenm.gov>
Sent: Monday, October 23, 2023 12:18 PM

To: SPENCER, SHIRLEY J. <sjspencer@santafenm.gov>
Subject: RE: Mittera Amendment

Okay, can you please send the original SOW?

Thanks.

JoAnn D. Lovato Montaño, CPO
Contracts Supervisor
c: (505) 469-6045

From: SPENCER, SHIRLEY J. <sjspencer@santafenm.gov>
Sent: Monday, October 23, 2023 12:16 PM
To: LOVATO, JOANN D. <jdlovato@santafenm.gov>
Subject: RE: Mittera Amendment
Importance: High

Hi Joanne,
I have no determination email…..these contracts were done prior to new determination processes. I have another one as well that I am working on - Vladimir Jones….

Shirley

From: LOVATO, JOANN D. <jdlovato@santafenm.gov>
Sent: Monday, October 23, 2023 12:13 PM
To: SPENCER, SHIRLEY J. <sjspencer@santafenm.gov>
Subject: RE: Mittera Amendment

HI Shirley,

Did you receive an original determination of services? As long as there is no change in the SOW, it will remain the same and you can use the original determination.

Thank you.

JoAnn D. Lovato Montaño, CPO
Contracts Supervisor
c: (505) 469-6045

From: SPENCER, SHIRLEY J. <sjspencer@santafenm.gov>

Sent: Friday, October 20, 2023 3:15 PM
To: Purchasing DET <purchasing_det@santafenm.gov>
Subject: Mittera Amendment

Hi Travis,
Do I need a determination for an amendment to increase the compensation for our FY24 Visitor Guides printing. We will increase it by 15,6777.93
We received a revised quote in the amount of 159,559.00 (page 3).

Here is the breakdown of contract # 3203137:

> Original	120,481.65
> Revised with amendment	406,827.47
> Open PO Balance	139,760.00
> Spent so far	262,946.40
> Available	4,121.07

New Quote		159,559
Open PO	-	139,760
	=1	9,799.00

- 4,121.07 (bal on contract)

=15,677.93 (increase contract by)

>
> Shirley

Shirley Spencer
Administrative Manager
TOURISM Santa Fe
505-955-6208

CITY OF SANTA FE
BIDS RECEIVED
200 Lincoln Ave., Room 122, or P.O. Box 909, Santa Fe, New Mexico 87504-0909
Fran Dunaway, CPO
ITB # 22/19/B

Date	Time	COMPANY	Email
11/15/2021	2:30p	Hudson Printing	mcorbit@hudsonprinting.com
11/16/2021	9:39a	MPIprint	ar@mpiprint.com
11/16/2021	3:43p	Mittera	Harry.Tomlinson@mittera.com
11/17/2021	12:38p	Publication Printers	Justin.DeSantis@publicationprinters.com

Hudson Printing	Bid Item	Price	MPIprint	Bid Item	Price	Mittera	Bid Item	Price	Publication Printers Corp	Bid Item	Price
250,000	5.375 x 8.375 45# Perfect Bound Official Santa Fe Visitors Guide	100,800	250,000	5.375 x 8.375 45# Perfect Bound Official Santa Fe Visitors Guide	$118,142	250,000	5.375 x 8.375 45# Perfect Bound Official Santa Fe Visitors Guide	99,939	250,000	5.375 x 8.375 45# Perfect Bound Official Santa Fe Visitors Guide	86,147.12
300,000	5.375 x 8.375 #45 Perfect Bound Official Santa Fe Visitors Guide	120,000	300,000	5.375 x 8.375 45# Perfect Bound Official Santa Fe Visitors Guide	$136,480	300,000	5.375 x 8.375 45# Perfect Bound Official Santa Fe Visitors Guide	118,047	300,000	5.375 x 8.375 45# Perfect Bound Official Santa Fe Visitors Guide	102,847.03
250,000	5.375 x 8.375 50# Perfect Bound Official Santa Fe Visitors Guide		250,000	5.375 x 8.375 50# Perfect Bound Official Santa Fe Visitors Guide	$118,142	250,000	5.375 x 8.375 50# Perfect Bound Official Santa Fe Visitors Guide	106,507	250,000	5.375 x 8.375 50# Perfect Bound Official Santa Fe Visitors Guide	96,505.30
300,000	5.375 x 8.375 #50 Perfect Bound Official Santa Fe Visitors Guide		300,000	5.375 x 8.375 50# Perfect Bound Official Santa Fe Visitors Guide	$136,480	300,000	5.375 x 8.375 50# Perfect Bound Official Santa Fe Visitors Guide	125,761	300,000	5.375 x 8.375 50# Perfect Bound Official Santa Fe Visitors Guide	115,247.91
1	Approx. Shipping 45# /250,000 to Santa Fe, NM 87501	$9,400	1	Approx. Shipping 45# /250,000 to Santa Fe, NM 87501	$14,750	1	Approx. Shipping 45# /250,000 to Santa Fe, NM 87501	$4,600	1	Approx. Shipping 45# /250,000 to Santa Fe, NM 87501	$2,914.44
1	Approx. Shipping 45# /300,000 to Santa Fe, NM 87501	$9,400	1	Approx. Shipping 45# /300,000 to Santa Fe, NM 87501	$14,750	1	Approx. Shipping 45# /300,000 to Santa Fe, NM 87501	$2,300	1	Approx. Shipping 45# /300,000 to Santa Fe, NM 87501	$3,531.63
1	Approx. Shipping 50# /250,000 to Santa Fe, NM 87501		1	Approx. Shipping 50# /250,000 to Santa Fe, NM 87501	$14,750	1	Approx. Shipping 50# /250,000 to Santa Fe, NM 87501	$2,300	1	Approx. Shipping 50# /250,000 to Santa Fe, NM 87501	$3,088.68
1	Approx. Shipping 50# /300,000 to Santa Fe, NM 87501		1	Approx. Shipping 50# /300,000 to Santa Fe, NM 87501	$14,750	1	Approx. Shipping 50# /300,000 to Santa Fe, NM 87501	$2,300	1	Approx. Shipping 50# /300,000 to Santa Fe, NM 87501	$4,374.66
75,000	Standard 6 x 9 booklet envelope, self-seal	$5,350	75,000	Standard 6 x 9 booklet envelope, self-seal	$6,500	75,000	Standard 6 x 9 booklet envelope, self-seal	$7,342.35	75,000	Standard 6 x 9 booklet envelope, self-seal	
100,000	Standard 6 x 9 booklet envelope, self-seal	$6,350	100,000	Standard 6 x 9 booklet envelope, self-seal	$8,185	100,000	Standard 6 x 9 booklet envelope, self-seal	$8,801.95	100,000	Standard 6 x 9 booklet envelope, self-seal	
1	Approx. Shipping 75,000 envelopes to Santa Fe, NM 87501	$385	1	Approx. Shipping 75,000 envelopes to Santa Fe, NM 87501	$675	1	Approx. Shipping 75,000 envelopes to Santa Fe, NM 87501	$510	1	Approx. Shipping 75,000 envelopes to Santa Fe, NM 87501	
1	Approx. Shipping 100,000 envelopes to Santa Fe, NM 87501	$500	1	Approx. Shipping 100,000 envelopes to Santa Fe, NM 87501	$675	1	Approx. Shipping 100,000 envelopes to Santa Fe, NM 87501	$610	1	Approx. Shipping 100,000 envelopes to Santa Fe, NM 87501	

Item# 25-0095
Munis Contract# 3203137
Original Contract Item #: 22-0062
ITB #: 22/19/B

CITY OF SANTA FE
AMENDMENT No. 3 TO
GENERAL Services Contract
ITEM# 22-0062

This AMENDMENT No. 3 (the "Amendment") amends the CITY OF SANTA FE GENERAL SERVICES CONTRACT, dated February 23. 2022 (the "Contract"), between the City of Santa Fe (the "City") and **MITTERA** (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Contract, Contractor has agreed to provide printing services.

B. Pursuant to Article 8 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 3 of the Contract is amended to increase the amount of compensation by a total of One Hundred Sixty Four Thousand Dollars ($164,000) so that Article 3 reads in its entirety as follows:

Deliverable item:	U/I (unit of issue)	Prices
250,000 run	FY22	$120,481.65
200,000 run	FY23	$146,585.82
200,000 run	FY24	$155,760.00
175,000 run	FY25	$164,000.00

The total compensation under this Agreement shall not exceed Five Hundred Eighty-Six Thousand Eight Hundred Twenty-Seven dollars and forty-seven cents ($586,827.47) including New Mexico gross receipts tax.

2. CONTRACT IN FULL FORCE.

Except as specifically provided in this Amendment, the Contract remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 3 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

Alan Webber (Mar 17, 2025 10:36 MDT)

ALAN WEBBER, MAYOR

DATE: Mar 17, 2025

CONTRACTOR:

Jon Troen (Feb 4, 2025 12:51 CST)

JON TROEN, CEO

DATE: Feb 4, 2025

NMBTIN: _____

ATTEST:

ANDREA SALAZAR (Mar 17, 2025 10:51 MDT)

ANDRÉA SALAZAR, CITY CLERK XIV

GB MTG 03/12/2025

CITY ATTORNEY'S OFFICE:

Patricia Feghali

Patricia Feghali (Feb 4, 2025 12:03 MST)

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

EMILY OSTER, FINANCE DIRECTOR

Item# 23-0694
Munis Contract# 220337
Original Contract Item# 22-0062
ITB #: 22/19/B

CITY OF SANTA FE
AMENDMENT No. 2 TO
Service Contract
ITEM# 22-0062

This AMENDMENT No. 2 (the "Amendment") amends the CITY OF SANTA FE Service CONTRACT, dated February 23, 2022 (the "Contract"), between the City of Santa Fe (the "City") and **MITTERA**, (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Contract, Contractor has agreed to provide printing services.

B. Pursuant to Article 8 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF WORK

A. Article 2 of the Contract is amended to read as follows: The Contractor shall perform the work as outlined in following Specifications and incorporated herein by reference.

The Contractor shall perform Printing of Annual Santa Fe Visitors Guide and Mailing Envelopes.

- Print-ready files provided by TOURISM Santa Fe to selected vendor
- Shipping/Delivery: Approx. cost to ship to Santa Fe, NM 87501, delivered December 2021/January 2022/January 2023/January 2024
- 116 pages (112 pages, plus 4-page cover)

- Paper: 45# or 50# Interior, 80# Cover Ink – 4 Color Process, Gloss Varnish
- Quantity: 250,000 run Trim Size: 5.375 x 8.375 Bindery: Perfect bound

2. COMPENSATION.

Article 3, of the Contract is amended to increase the amount of compensation by a total of **Sixteen Thousand Dollars ($16,000)** so that Article 3, reads in its entirety as follows:

The City shall pay the contractor based upon fixed prices for each Deliverable Item as listed here.

Deliverable item:	U/I (unit of issue)	Prices
250,000	FY22	$120,481.65
200,000	FY23	$146,585.82
200,000	FY24	$155,760.00

The total compensation under this Agreement shall not exceed **Four Hundred Twenty-Two Thousand Eight Hundred Twenty-Seven Dollars and Forty-Seven Cents ($422,827.47).**

3. CONTRACT IN FULL FORCE.

Except as specifically provided in this Amendment, the Contract remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

Alan Webber (Dec 26, 2023 08:21 MST)

ALAN WEBBER, MAYOR

DATE: Dec 26, 2023

CONTRACTOR:
Mittera:

Harry Tomlinson
Harry Tomlinson (Nov 3, 2023 15:28 CDT)

HARRY TOMLINSON, DIRECTOR

DATE: Nov 3, 2023
CRS# 03-520174-00-6

Registration # 231903

ATTEST:

Geralyn Cardenas (Dec 28, 2023 09:25 MST)

GERALYN CARDENAS, INTERIM CITY CLERK
GB MTG 12/13/2023 XIV

CITY ATTORNEY'S OFFICE:

Patricia Feghali

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (Dec 26, 2023 08:18 MST)

EMILY OSTER, FINANCE DIRECTOR

2130521.561800 AH
VSF Admin/Print & Publish

Item# 23-0150
Munis Contract# 32 03137

CITY OF SANTA FE
AMENDMENT No. 1 TO
SERVICES AGREEMENT
ITEM# 22-0062

This AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE SERVICES AGREEMENT, dated February 23, 2022 (the "Agreement"), between the City of Santa Fe (the "City") and MITTERA (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide the services to printing of Annual Santa Fe Visitors Guide and Mailing Envelopes as outlined in original contract

B. Pursuant to Article 8 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 3 of the Agreement is amended to increase the amount of compensation by a total of two hundred eighty-six thousand three hundred forty-five dollars and eighty-two cents ($286,345.82) so that Article 3 reads in its entirety as follows:

The City Shall pay the contractor based upon fixed prices for each Deliverable item as listed here

Deliverable item:	U/I (unit of issue)	Prices
01	250,000	FY22 $120,481.65
02	200,000	FY23 $146,585.82
03	200,000	FY24 $139,760.00

The total compensation under this Agreement shall not exceed Four Hundred Six Thousand Eight Hundred Twenty-Seven Dollars and Forty-Seven Cents ($406,827.47), including New Mexico gross receipts tax.

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: Apr 16, 2023

CONTRACTOR:
Mittera

Harry Tomlinson
Harry Tomlinson (Mar 7, 2023 12:21 CST)

HARRY TOMLINSON, DIRECTOR

DATE: Mar 7, 2023

CRS# 03-520174-00-6

Registration #231903

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK

GB MTG 04/12/2023

CITY ATTORNEY'S OFFICE:

Marcos Martinez

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (Apr 16, 2023 08:00 MDT)

EMILY OSTER, FINANCE DIRECTOR
VSF Admin/Print & Publish
2130521.561800 AH

Item# 22-0062
Munis Contract# 3203137

CITY OF SANTA FE
GENERAL SERVICES CONTRACT

Printing of Annual Visitors Guide

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, TOURISM Santa Fe, herein after referred to as the "City", and **MITTERA** herein after referred to as the "Contractor."

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 *et. seq.* and the City of Santa Fe Procurement Manual, the Contractor has held itself out as an entity with the ability to provide the required services to implement the Scope of Work as contained herein and the City of Santa Fe has selected the Contractor as the Offeror most advantageous to the City of Santa Fe; and

WHEREAS, all terms and conditions of ITB # 22/19/B and the Contractor's response to such document(s) are incorporated herein by reference; and

WHEREAS, all Parties agree that, pursuant to the Procurement Code, NMSA 1978 13-1-28 *et. seq.* this award was made.

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 **MITTERA**. "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 work as outlined in following Specifications and incorporated herein by reference.

Item# 22-0062
Munis Contract# 3203137

CITY OF SANTA FE
GENERAL SERVICES CONTRACT

Printing of Annual Visitors Guide

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, TOURISM Santa Fe, herein after referred to as the "City", and MITTERA herein after referred to as the "Contractor."

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 *et. seq.* and the City of Santa Fe Procurement Manual, the Contractor has held itself out as an entity with the ability to provide the required services to implement the Scope of Work as contained herein and the City of Santa Fe has selected the Contractor as the Offeror most advantageous to the City of Santa Fe; and

WHEREAS, all terms and conditions of ITB # 22/19/B and the Contractor's response to such document(s) are incorporated herein by reference; and

WHEREAS, all Parties agree that, pursuant to the Procurement Code, NMSA 1978 13-1-28 *et. seq.* this award was made.

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 MITTERA. "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 work as outlined in following Specifications and incorporated herein by reference.

The Contractor shall perform Printing of Annual Santa Fe Visitors Guide and Mailing Envelopes. The Visitors Guide Scope (digital example of 2021 Visitors Guide can be found at https://issuu.com/visitsantafe/docs/santafevisitorsguide2022:

- Print-ready files provided by TOURISM Santa Fe to selected vendor
- Shipping/Delivery: Approx. cost to ship to Santa Fe, NM 87501, delivered December 2021/January 2022
- 116 pages (112 pages, plus 4-page cover)
- Paper: 45# or 50# Interior, 80# Cover
- Ink: 4 Color Process, Gloss Varnish
- Quantity: 250,000 run
- Trim Size: 5.375 x 8.375
- Bindery: Perfect bound

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	250,000		$120,481.65

The total compensation under this Agreement shall not exceed One Hundred Twenty Thousand Four Hundred Eighty-one dollars and sixty-five cents (**$120,481.65**), 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 June 30, 2026. 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, § 38-3-2.By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

28. Limitation of Liability

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

29. Incorporation by Reference and Precedence

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

30. Workers' Compensation

The Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

31 Inspection

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

32 Inspection of Services

If this contract is for the purchase of services, the following terms shall apply:

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

(2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:

(1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or

(2) terminate the contract for default.

33. Insurance

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement the following insurance coverage(s), naming the City as additional insured:

A. Commercial General Liability insurance shall be written on an occurrence basis and be as 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 or 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. <u>Suspension, Delay or Interruption of Work</u>

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: TOURISM Santa Fe, Randy Randall, Executive Director, [redacted], 505-955-6209, 201 West Marcy St. Santa Fe, NM 87501

To the Contractor: MITTERA, Harry Tomlinson, Bus. Dev. Director, [redacted], 817-901-9430

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: MITTERA, Harry Tomlinson, Bus. Dev. Director, [redacted], 817-901-9430

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:

John Blair

JOHN BLAIR, CITY MANAGER

DATE: Feb 23, 2022

CONTRACTOR:

Harry Tomlinson

HARRY TOMLINSON
DIRECTOR
DATE: 02.15.22

CRS #03-520174-00-6
FEIN #42-01028248
Registration #231903

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK XIV

CITY ATTORNEY'S OFFICE:

MARCOS MARTINEZ, SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR

VSF Admin/Print & Publish/Org./Obj.#: 2130521.561800

GB-650-Mittera_Amend_4

Final Audit Report 2025-11-24

Created:	2025-11-18
By:	ALYSSA PEREZ (aeperez@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAsYy24tl5fC6QVOxF3jIzPFNma6h6bZR_

"GB-650-Mittera_Amend_4" History

Document created by ALYSSA PEREZ (aeperez@santafenm.gov)
2025-11-18 - 9:43:34 PM GMT- IP address: 50.228.218.218

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2025-11-18 - 9:47:32 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2025-11-19 - 6:30:11 PM GMT- IP address: 104.47.64.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
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Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2025-11-19 - 6:30:55 PM GMT

Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2025-11-19 - 7:18:10 PM GMT- IP address: 63.232.20.2

Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2025-11-21 - 5:59:11 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2025-11-21 - 5:59:15 PM GMT

Document e-signed by EMILY OSTER (ekoster@santafenm.gov)
Signature Date: 2025-11-24 - 3:28:29 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2025-11-24 - 3:28:29 PM GMT

Powered by Adobe Acrobat Sign

CITY OF SANTA FE

Memorandum

Date: 11/10/2025

To: Governing Body

From: Scott Overlie, Public Works Project Manager III SAO

Via: Melissa McDonald, Parks and Open Spaces Division Director MMc
Sam Burnett, Interim Public Work Department Director SB

Reviewed By: Carol Swenson

ACTION:
Request for Approval of Capital Outlay Grant Agreement for Capital Appropriation Project 25-J4370 to Plan, Design, Construct, Repair, Improve and Equip Parks for $150,097 with a Reversion Date of June 30, 2027. (Scott Overlie, Project Manager III; saoverlie@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $150,097 Legislative Grant Funds to Parks and Open Space FY26 Revenue and WIP Construction for Parks Improvement Project.

BACKGROUND:
This grant will support significant enhancements to Herbert Martinez La Resolana Park, with a focus on improving park equipment and accessibility for our community's youngest members. Specifically, the funding will enable the installation of a Tot Lot and Inclusive Playground designed for children under the age of five. These additions will feature safe, age-appropriate, and accessible play equipment that encourages early childhood development and inclusive play. To ensure community input, an Early Neighborhood Notification meeting was held on December 17, 2024, providing residents an opportunity to offer feedback on the final design and key features of the project. The investment in early childhood play infrastructure is a critical component in creating a welcoming and engaging neighborhood park for all families.

ATTACHMENTS:
Grant Agreement
BAR
PLID Form

GRANT MANAGER: ERIKA LUJAN Nov 12, 2025
ERIKA LUJAN (Nov 12, 2025 08:11:45 MST)

Log # *{Finance use only}*:	
Journal # *{Finance use only}*:	

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
Public Works / Parks & Open Space - Capital PrksTrls	9/22/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Construction - PrksTrls CapPrj - Parks Improvements	3559980	572970	PRK2435501	150,097	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
NM DFA 25-J3156 MRC Irrigation Upgrades	3559980	490210	PRK2435501	(150,097)	
				$ -	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

Agreement with DFA for Parks Improvements in the amount of $150,096.02. (25-J4370)

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	0

Phillip Lujan — 10/10/2025
Prepared By *{print name}* — Date

Carol Svenson — Nov 10, 2025
Business Operations Manager — Date

JOHN BURNETT (Nov 10, 2025 13:34:28 MST) — Nov 10, 2025
Department Director Signature — Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins — Nov 12, 2025
Budget Officer — Date

Emily K. Oster — Nov 18, 2025
Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT
CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Department of Finance & Administration, 407 Galisteo Street, Santa Fe, NM 87501, ("**Department**") and the City of Santa Fe, ("**Grantee**") (individually "**Party**" and collectively "**Parties**"). This Agreement shall be effective as of the date the Department executes it ("**Effective Date**").

WITNESSETH

WHEREAS, in the Laws of 2025, Chapter 158, Section 372, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of funds from this appropriation, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

AGREEMENT

I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION

A. **25-J4370** ("**Project**") 6/30/2027 ("**Reversion Date**"). Laws of 2025, Chapter 158, Section 372, One hundred fifty thousand ninety-six dollars and two cents, $150,096.02, The time of expenditure for the local government division project in Subsection 341 of Section 29 of Chapter 138 of Laws 2021 to plan, design, construct, repair, improve and equip parks in Santa Fe in Santa Fe county is extended through fiscal year 2027..

B. Grantee's total reimbursements shall not exceed $150,096.02 One hundred fifty thousand ninety-six dollars and two cents, ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, $0.00 Zero Dollars and No Cents, which equals $150,096.02 One hundred fifty thousand ninety-six dollars and two cents ("**Adjusted Appropriation Amount**").

C. In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I, the language of the laws cited herein shall control.

The information contained in Article I is referred to collectively as the "**Project Description**."

II. DISBURSEMENT LIMITATION

A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying expected expenditures per milestone (collectively, "**Project**

Budget"). The Department shall review and approve the Project Budget by approving a Notice of Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a sample of which is attached hereto as **Exhibit B** and incorporated herein by reference. After receipt of approved Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:

a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
b. The total amount received by Grantee shall not exceed the lesser of:
    i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
    ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third Party Obligation(s); and
c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, and execution of binding written obligations or purchase orders with third-party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project ("**Third Party Obligations**"); and
d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
e. In the event capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
    i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
    ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.

B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(e) (i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and

C. Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation, and request the Third Party to begin work after issuance of a Notice of Obligation by the Department.
b. Grantee acknowledges and agrees that any Third Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.
c. Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.

d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is incorporated herein and attached hereto as **Exhibit B**.

D. Grantee shall provide all necessary qualified personnel, materials, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit C**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit C** from time to time without the need for a formal amendment of this Agreement.

F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.

G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

III. NOTICES

The following provisions shall apply whenever written notices, including written decisions, are to be given or received related to this Agreement.

A. The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: City of Santa Fe
Name: Alan Webber
Title: Mayor
Address: PO Box 909, Santa Fe, NM 87504
Email: mayor@santafenm.gov
Telephone: 505-955-6590

B. The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: City of Santa Fe
Name: Emily Oster
Title: Finance Director
Address: PO Box 909, Santa Fe, NM 87504
Email: ekoster@santafenm.gov

Telephone: 505-629-3411

C. The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division
Name: Daniel Catanach
Title: Grant Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe NM 87501
Email: danieln.catanach@dfa.nm.gov
Telephone: 505-231-6090

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of the email.

IV. TERM & DEADLINE TO EXPEND FUNDS

A. The term of this Agreement shall begin on the Effective Date and terminate on the 30th day of June during the calendar year of the Reversion Date unless Terminated Before Reversion Date ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.

a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third party does not qualify as an expenditure.

V. EARLY TERMINATION

A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:

a. Termination due to completion of the Project before the Reversion Date;
b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
c. Termination for violation of the terms of this Agreement; or
d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.

B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.

   a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
      i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.
   b. As used herein, "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:
      i. Deauthorization, reauthorization, or revocation of a prior authorization.

C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.

D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. Department, in its sole and absolute discretion, may provide written notice to Grantee to suspend entering into further obligations. Upon the receipt of such written notice by the Grantee:

   a. Grantee shall immediately suspend entering into new or further written obligations with third parties;
   b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
   c. Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for a Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs Grantee to suspend entering into new or further written obligations

with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension.

a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
b. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(c).
c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

VII. AMENDMENTS

Unless expressly stated otherwise herein, this Agreement shall not be altered, changed, or amended except by an instrument in writing duly executed by both parties hereto with the same formalities as this agreement.

VIII. REPORTING

A. Database Reporting

a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.
b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit A** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement.
c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.
e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

i. request such additional information regarding the Project as it deems necessary; and
ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

B. Requests for Additional Information/Project Inspection

a. During the term of this Agreement and the Record Retention Period, the Department may:
   i. Request additional information regarding the Project as it deems necessary and
   ii. Conduct on-site inspections of the Project at reasonable times and upon reasonable notice.
b. Grantee shall respond to such requests for additional information within the time established by the Department.

IX. REQUEST FOR PAYMENT PROCEDURES

A. Grantee shall request payment by submitting the form attached hereto as **Exhibit A**. Payment requests are subject to the following procedures:

a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
   i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.
   ii. However, Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
   iii. The Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or in a shorter period than the Department may prescribe in writing.
   iv. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
   v. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.

B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.

C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:

a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or
b. Twenty (20) days from the date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date.

D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.

a. Department's authority to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department under this Agreement, at law, or in equity.

X. PROJECT CONDITIONS AND RESTRICTIONS

A. The following general conditions and restrictions shall apply to the Project:

a. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code.
b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
c. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable.
d. The Project must provide a public benefit above and beyond any incidental benefit to private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico.
e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.
    i. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger the Department's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.
f. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
    i. In accordance with all such laws, rules, and regulations, the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from participation in the Project, use of the Project, employment with Grantee, or otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.
g. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restriction, Grantee agrees to take appropriate steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after

notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

XI. REPRESENTATIONS AND WARRANTIES

A. Reliance by Department.

a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.

b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department in writing of any changes or inaccuracies in the representations and warranties contained herein.

B. Grantee hereby represents and warrants the following:

a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.

b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.

c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee, Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.

d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.

e. Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign and submit Requests for Payment on behalf of Grantee.

f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.

   i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.

   ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.

g. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of the State, any agency, or body in connection with the awarding of any Third Party Obligation.

   i. Grantee will require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements.

C. Consequences of False or Misleading Representations. If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:

a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.

D. Survival of Representations and Warranties. The representations and warranties made by the Grantee shall survive the Early Termination or expiration of this Agreement.

XII. PROJECT RECORDS

A. Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles and the State's Model Accounting Practices and, if feasible, maintain a separate bank account or fund with a separate organizational code to ensure separate budgeting and accounting of the funds.

B. For six (6) years following the Project's completion ("**Record Retention Period**"), Grantee shall maintain all Project-related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the Appropriated Amount from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department may prescribe.

C. Grantee shall make all Project records available to the Department, the Department's Independent Public Accountant, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department finds any funds were improperly expended, Grantee shall be required to reimburse the State all amounts found to be improperly expended.

XIII. IMPROPERLY REIMBURSED FUNDS

If the Department determines part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, after ten (10) days' notice to Grantee and the opportunity to return such funds to the Department, the Department may offset any funds due to Grantee from the State, until the Appropriation Amount is fully repaid.

XIV. 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 this Agreement is subject to

immunities and limitations of the New Mexico Tort Claims Act.

XV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Parties concerning the subject matter hereof. The Agreement supersedes all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

XVI. REQUIRED NON-APPROPRIATIONS CLAUSE

A. Grantee acknowledges and agrees to include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

   a. "The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico ("**Legislature**") for the performance of this Agreement.
   b. If the Legislature does not make sufficient appropriations and authorization, City of Santa Fe may immediately terminate this Agreement by giving Contractor written notice of such termination.
   c. The City of Santa Fe's decision as to whether sufficient appropriations are available shall be final and accepted by the Contractor. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Santa Fe or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Santa Fe or the State Department of Finance and Administration."

XVII. REQUIRED TERMINATION CLAUSE

A. Grantee acknowledges and agrees to include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

   a. "This contract is funded in whole or in part by funds made available by the State of New Mexico ("**State**"). Should the State terminate its Agreement with the City of Santa Fe, the City of Santa Fe may terminate this contract immediately by providing Contractor written notice of such termination.
   b. In the event of termination pursuant to this paragraph, the City of Santa Fe's only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date."

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

A. Throughout the term of this Agreement, Grantee shall:

   a. Submit all reports of annual audits and agreed-upon procedures required by § 12-6-3(A)-(B), NMSA 1978 by the due dates established in § 2.2.2 NMAC, reports of which must be a

public record pursuant to § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;

b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State's Model Accounting Principals to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.

B. In the event Grantee fails to comply with the requirements of subparagraph A of this Article XVIII, Department may take one or more of the following actions:

a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
b. Require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
    i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit C**, upon notice to Grantee, without need for formal amendment of this Agreement;
    ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("**SBOF**"), an entity separate and distinct from the Department.

a. Grantee acknowledges and agrees:
    i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
    ii. Department's failure to inform Grantee of an SBOF-imposed condition does not affect the validity or enforceability of the condition;
    iii. The SBOF may in the future impose further or different conditions upon the Project;
    iv. All SBOF conditions are attached to the Project and Appropriation Amount without the need for formal amendment of this Agreement;
    v. All applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s) and
    vi. The Department's obligation to reimburse Grantee from the Project is expressly contingent upon the satisfaction of the then-current SBOF conditions.

B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't

proceed sufficiently.

a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.
b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this Agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

XX. GENERAL PROVISIONS

A. Assignment: Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.

C. Binding Effect: Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority: Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References: The captions and headings in this Agreement are for the convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts: This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute the same agreement.

G. Digital Signatures: If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

H. Modification: Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed and approved in accordance with applicable New Mexico law and State fiscal policies and rules.

Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the State.

I. Statutes, Regulations, Fiscal Rules, and Other Authority: Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.

J. External Terms and Conditions: Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

K. Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.

L. Survival of Certain Agreement Terms: Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

M. Third Party Beneficiaries: Except for the Parties' respective successors and assigns described in this Agreement, it does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.

N. Waiver: A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

O. Standard and Manner of Performance: Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Grantee's industry, trade, or profession.

P. Licenses, Permits, and Other Authorizations: Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement and shall ensure that all employees, agents, and subcontractors secure and maintain at all times during the term of their employment, agency or subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

Q. Publicity: Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**"

means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.

a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department in advance with respect to all Public Relations, all communications with media, or all communications with any other member of the public with respect to this agreement, except to acknowledge that an agreement does exist.
b. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.

R. Data Sharing: The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State's organizational, policy-making, and management of public resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.

a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.

S. Venue and Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to any conflict of law provisions. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the district courts located in Santa Fe, New Mexico. The Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such suit, action, or proceeding. The Parties waive any objection to the laying of the venue of any such suit, action, or proceeding in the district courts of Santa Fe, New Mexico, and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]
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IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Department's date of execution.

APPROVED BY DEPARTMENT:

Cabinet Secretary, Wayne Propst:

_____ _____

Signature Date

Chief Financial Officer, Mackie Romero:

_____ _____

Signature Date

Local Government Division Director, Cecilia Mavrommatis:

_____ _____

Signature Date

AS TO LEGAL FORM AND SUFFICIENCY

General Counsel's Office:

_____

Signature

_____ _____

(Print Name) (Title)

APPROVED BY GRANTEE:

Entity Name

Official with Authority to Bind Grantee:

Signature

(Print Name) (Title)

Date

ATTEST:

Signature

(Title)

(Print Name)

Date

Fiscal Officer or Chief Financial Officer:

Emily K. Oster

Signature

EMILY OSTER Finance Director

(Print Name) (Title)

Nov 18, 2025

Date

As To Legal Form And Sufficiency

Kevin L. Nault

Kevin L. Nault (Oct 3, 2025 08:42:03 MDT)

Signature

Kevin L. Nault Assistant City Attorney

(Print Name) (Title)

Oct 3, 2025

Date

EXHIBIT A

Request for Payment Form and Certification

STATE OF NEW MEXICO
GRANT APPROPRIATION
Request for Payment Form
Exhibit A

I. Grantee Information (Must match your DFA Substitute W-9 Form)

A. Grantee: _____
B. Address: _____
(Complete Mailing, including Suite, if applicable)
_____
City, State, Zip
C. Contact Name/Phone #: _____
D. Grant No: _____
E. Project Title: _____
F. Grant Expiration Date: _____

II. Payment Computation

A.	Payment Request No.	
B.	Grant Amount:	$ 0.00
C.	AIPP Amount (*if Applicable*):	$ 0.00
D.	Funds Requested to Date:	$ 0.00
E.	Amount Requested this Payment:	
F.	Reversion Amount (*if applicable*):	$ 0.00
G.	Grant Balance:	$ 0.00

H. ☐ Final Request for Payment (*if applicable*)

III. Fiscal Year : 2026 (July 1, 2025-June 30, 2026)

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. Certifications

☐ I hereby certify that all conditions and requirements for Payments outlined in the Agreement have been met, including but not limited to:
a. Submission and approval of a Project Budget as per Article IV, Section A of the Agreement.
b. Compliance with the Project Budget and expenditure of funds in accordance with the State Procurement Code and the State's Model Accounting Practices.
c. Submission of supporting documentation as required by the Agreement.
d. Maintenance of all necessary records and documentation as stipulated in the Agreement.

☐ I attest that the information provided is correct, expenditures are properly documented and valid or actual receipts, and that the activity fully complies with Article IX, Sec. 14 of the New Mexico Constitution, known as the "anti-donation" clause.

☐ I hereby certify that all representations and warranties made in the Agreement remain true, accurate, and complete as of the date of this request, and will continue to be so throughout the term of the Agreement. I acknowledge that these representations and warranties are a material inducement for the Department to approve this pay request.

_____
Grantee Fiscal Officer or **Fiscal Agent** (*if applicable*)
Printed Name
Date: _____

_____
Grantee Representative
Printed Name
Date: _____

(State Agency Use Only)

Vendor Code: _____ Fund No.: _____ PO # _____ Loc No.: _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

_____ _____
ASD Officer Date

_____ _____
Division Grant Manager Date

Revised 7/2025

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EXHIBIT B

Notice of Department's Obligation Form

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT B

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, Grant Manager

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: $ 0.00

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: Grant Manager

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

Revised 7/2025

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OPTIONAL EXHIBIT C
SPECIAL CONDITIONS

The capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard State capital outlay appropriations and assets acquired with such appropriations.

This Capital Outlay Special Grant Condition(s) **Exhibit C** is necessary pursuant to § 6-3b-1 et seq., NMSA 1978 (Public Finance Accountability Act) and MAPS Fin 9.2, due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's FY[20XX] audit. The Special Conditions identified below apply to the authorized agent, [insert the Grantee or Fiscal Agent name].

Procurement - All purchases or contracts the Grantee enters that shall use funding from the Department capital appropriations grant must be approved by the Department prior to the initiation of implementing purchasing documents. The Grantee shall receive such prior approval via official correspondence from the Department, which may be through letter or email. The Grantee shall submit the following to the Department in pursuit of prior approval: purchasing policies and procedures, CFO certification, documentation of management and program approval, policies and procedures governing purchasing and contracting, a copy of the current procurement and contracting policies, and documentation regarding informing staff responsible for purchasing and contracting on such policies and procedures.

Budget - Provide documentation of approval of your current budget from DFA Local Government or other authoritative agency. Provide policies and procedures on who is responsible for and how annual budgets (expenditures and revenue) are established, monitored and adjusted. Provide a corrective action plan on how budget issues identified in your audit will be/have been addressed. Also include documentation on how staff responsible for budgeting is informed on budget policies and procedures.

Capital Assets - Provide a complete list of inventory including inventory control numbers and current location. Provide policies and procedures on capital assets and inventory and specify how the proposed purchased items will be included, tagged, and tracked in capital asset inventory. Also include documentation on how staff responsible for capital assets is informed on capital asset policies and procedures.

Travel and Per Diem - Provide policies and procedures on travel and per diem. Also include how staff who travel and those responsible for travel reimbursement are informed on travel and per diem policies and procedures.

Timely Audits – Provide policies and procedures on annual audits. Provide documentation on how and who is responsible for insuring that annual audits are completed timely. Also include documentation on how staff responsible for the annual audit is informed on audit policies and procedures.

Cash Management – policies and procedures on cash management of federal funds. Provide procedures used to draw and disburse federal funds. Provide procedures to reconcile draw amounts, deposits and disbursements; and to prepare federal cash reporting documents to ensure compliance with federal regulations.

The <Grantee> was required to, and has provided sufficient documentation regarding [insert specific names of the Special Condition(s)], as referenced in the <Grantee>'s [20XX] Audit file. Therefore, the criteria to enter into this agreement have been met.

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EXHIBIT D

Project Budget Worksheet *

*(Provided separately when grant agreement issued to Grantee)

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Exhibit E

Data Sharing Provisions for New Mexico Capital Outlay Agreements

I. Introduction:

This Data Sharing Provisions Exhibit ("Exhibit") is incorporated into the New Mexico Capital Outlay Agreements ("Agreements") between the State of New Mexico ("State") and [Insert Partner Name] ("Partner"). This Exhibit outlines the terms and conditions under which data will be shared between the Parties to ensure compliance with New Mexico state laws and regulations, focusing on data privacy, security, and compliance.

II. Definitions:

a. Authorized User: An employee, agent, assign, representative, independent contractor, or other person or entity authorized by Partner or State to access, use, or disclose information through this exhibit.

b. Confidential Information: All data or information shared in confidence, with the expectation that it will not be disclosed in an identifiable form. This includes data that is exempt from public disclosure under the New Mexico Inspection of Public Records Act (§ 14-2-1 et seq. NMSA 1978) or other relevant laws.

c. Data Storage: Electronic media that hold recorded information.

d. Data Transmission: The process of moving information over a network from its source to one or more destinations.

e. Direct Identifier: Records or data containing personal identifiers such as names, addresses, and social security numbers.

f. Disclosure: Permission to access, release, transfer, or otherwise communicate confidential information by any means to any third party, except as authorized by the Party that controls the record.

g. Encryption involves using algorithms to encode data, rendering it unreadable without a specific key. It may be necessary during data transmission and/or storage.

h. Information: Any data, figures, statistics, or other facts provided or learned about someone or something, including Confidential Information, that may be legally transmitted under this Exhibit.

i. Limited Dataset: A data file that omits Direct Identifiers.

j. Protected Personally Identifiable Information: Sensitive personal details such as social security numbers and financial account numbers, with specific exclusions as outlined in the Agreements.

III. Purpose:

The purpose of this exhibit is to promote transparency, facilitate information sharing between the parties, support better policy and decision-making, and enhance public services through collaborative

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data analysis from various sources.

IV. Use of Information:

a. Use of Information obtained or created under this exhibit shall be strictly limited to the purposes stated herein and in the agreements. The parties agree not to sell Information to third parties or use it for commercial, solicitation, or political purposes.

b. Each Party shall serve as the custodian of the Information and comply with all conditions for its use, including security measures to prevent unauthorized access.

c. The Parties shall follow all relevant federal and state laws and regulations governing the use of such Information.

V. Safeguarding Information:

a. Confidentiality: Access to Confidential Information shall be limited to the minimum necessary to accomplish the purposes of this Exhibit. Authorized Users must adhere to the confidentiality requirements.

b. Security: Security practices shall comply with the requirements of the New Mexico Department of Information Technology Act and related regulations. The Parties agree to notify each other within three business days of any suspected or actual security breach.

c. Information Storage and Transmission: Data Storage and Transmission shall take place on an encrypted server with appropriate security controls.

VI. Re-Disclosure of Information:

The Parties agree not to disclose Information except as required by law or with prior written approval of the other Party. If there is a public records request, the Party receiving it shall notify the other Party within three business days.

VII. Ownership of Information:

Legal title to Information shall remain with the provider. The Partner grants the State a royalty-free, non-exclusive, non-transferable license to use the Information in furtherance of the purposes outlined in this Exhibit.

Signature: Scott A.Overlie

Email: saoverlie@ci.santa-fe.nm.us

Signature: *Melissa McDonald*

Email: mamcdonald@santafenm.gov

DATE: November 25, 2025

TO: Governing Body

FROM: Chelsey Johnson, Arts and Culture Director

RE: Request for FY26 BAR for Arts & Culture

ACTION:

The Arts and Culture Department respectfully requests approval of $440,000 in one-time funding from current Lodger's Tax balances to assist in funding community events, art in public places, and grants and services for FY26.

BACKGROUND AND SUMMARY:

In FY26, Arts and Culture is managing and supporting significant one-time initiatives. These include:

- Restoring and expanding our art in public places portfolio, including maintenance of current works, revamping and installing signage, and preparing new calls for sculptures and murals
- public programming for the 20th anniversary of Santa Fe's prestigious UNESCO Creative City designation
- expanded our one-time event funding of popular and culturally relevant Santa Fe events including the Honoring Native Nations Pow Wow on the Plaza, the Wonderful Fantastic Hip Hop Festival, Lowrider Day on the Plaza, Canyon Road Summer Walks and Guadalupe Winter Walk, the Recycled Art Show, the Tewa Nangeh exhibit at Georgia O'Keeffe, and more
- funding a feasibility study for the future restoration and operation of the Garson Theater at Midtown, in collaboration with the Midtown Redevelopment Authority

We therefore request a BAR of funds from our Lodger's Tax balance reserves to pay for these operations.

FUNDING SOURCE:

Fund Name/Number: 213/ Lodgers Tax Fund

Org Name/Number: Arts and Culture/2132775

Munis Expenditure Object Name/Number:

Sponsorship Expense 2132775.562800
Other Consulting 2132775 / 510340
Advertising 2132775 / 561850
Arts CIP 3502775 / 760350
Arts CIP - Other Consulting 3502775 / 510340

ATTACHMENTS: BAR

Log # *{Finance use only}*:	
Journal # *{Finance use only}*:	

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
Arts and Culture Department	11/21/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Sponsorship Expense	2132775	562800		150,000	
Other Consulting	2132775	510340		70,000	
Advertising	2132775	561850		42,800	
Professional Contracts	2132775	510300		15,000	
Service Contracts	2132775	510310		20,000	
Operating Supplies	2132775	530200		12,000	
Land/Building Rental	2132775	562550		5,200	
Grants and Services	2132775	510400		125,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 440,000	

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

Appropriation of FY26 Lodgers' Tax balances earned in excess of budget estimates for ongoing Arts & Culture initiatives, into the Arts operating fund (2132775).

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
213	(440,000)
TOTAL:	**(440,000)**

Melissa Velasquez — 11/24/2025
Prepared By *{print name}* — Date

Chelsey Johnson (Nov 25, 2025 15:09:26 MST) — Nov 25, 2025
Division Director Signature *{optional}* — Date

ELISA MONTOYA — Nov 25, 2025
ELISA MONTOYA (Nov 25, 2025 16:35:28 MST)
Department Director Signature — Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Dat

Agenda Item #:

Andy Hopkins — Nov 25, 2025
Budget Officer — Date

N/A
Finance Director *{≤ $5,000}* — Date

N/A
City Manager *{≤ $60,000}* — Date

CITY OF SANTA FE

The Purchasing Memo

Date: December 2, 2025

To: Governing Body, Finance Committee, and Quality of Life Committee

Via: Elisa Montoya Community Development Director ELISA D. MONTOYA (Dec 2, 2025 14:21:12 MST)

From: Faviola Chavez Affordable Housing Director Faviola A Chavez (Dec 2, 2025 14:13:42 MST)

Subject: Affordable Housing Trust Fund (AHTF) Program Year 2025 - FY26

Vendor Name: TWG Nueva Acequia 4% LIHTC

Munis Vendor Number: 10877

ITEM AND ISSUE:

The Office of Affordable Housing respectfully requests your review and approval of this Affordable Housing Trust Fund contract in the total amount of $935,000 to TWG in partnership with Santa Fe County. The recommended award will support the construction of 106 affordable housing units of the Nueva Acequia 4% Santa Fe County 4 LLC. This project is approved for 4% LIHTC and state gap funds by the NM Mortgage Finance Authority. These units will remain affordable until 2072. 25% of the units will be set aside for households with children, and 33 units will be set-aside for disabled and/or victims of domestic violence. The remainder of the units are for general income qualified tenants. In partnership with the County, services will be provided by the Community Housing Trust, the NM Department of Health, Youth Works, and the Boys and Girls Club. Services will include; and are not limited to, financial and credit counseling, limited health screening, health and nutrition education, career services, and youth programming.

CONTRACT NUMBER:

The FY26 Munis contract number is TBD

BACKGROUND AND SUMMARY:

Affordable Housing Trust Funds (AHTF) are generated from development activity (developer fees, pre-inclusionary housing agreements), payoffs of City-held liens, and land sales. In recent years, the Governing Body has committed $3,000,000 annually to the trust fund to respond to the urgent housing needs in Santa Fe. These funds are used for affordable housing projects and activities to benefit income-qualified households. Eligible housing activities are outlined in SFCC Chapter 26-3. Uses of funds are determined by the housing needs identified in the City's Five-Year Strategic Housing Plan and regulated by the NM Mortgage Finance Authority for compliance with the NM Affordable Housing Act. AHTF is used only for affordable housing, whether for capital costs or direct financial assistance to income qualified

beneficiaries. Because AHTF funds are local revenue, criteria for how they are used can be more localized to better meet Santa Fe's unique needs.

The City of Santa Fe and the Office of Affordable Housing issued a Request for Proposals on July 10, 2025, Amendment 1 released on July 25, 2025, and Amendment 2 released on August 1, 2025, to solicit proposals focused on supporting eligible costs associated with the acquisition, development, construction, renovation, conversion, financing, operation, or ownership of affordable housing—or related supporting infrastructure.

Funding is available to developers and sponsors of affordable housing, including partnerships, corporations, limited liability companies, joint ventures, public/private partnerships and non-profit organizations that are organized under state, local, or tribal laws and can provide proof of such organization. Eligible applicants must have proven financial capacity and organizational experience to carry out the activities described in the proposal submitted to receive an AHTF allocation.

An estimated balance of $3,675,000 in the AHTF is available. Funding recommendations were made by the City's Community Development Commission (CDC) at the CDC meetings on August 20, 2025 and November 19, 2025. The following criteria was evaluated by the CDC to make funding recommendations:

Tier 1

No.	Rating Criteria	Point Values
1	Team Qualifications & Past Relevant Projects	20
2	Clarity, Logic, and Execution Strategy	20
3	Affordability Duration	10
4	Leverage	10
5	Investment Impact	15
6	Readiness & Feasibility	15
7	Resident Well-Being	10
4	Local Preference	3% or 6% of the total available points

Tier 2

No.	Rating Criteria	Point Values
1	Program Alignment	20
2	Organizational Capacity	20
3	Outcomes & Measurability	15
4	Equity & Accessibility	15
5	Investment Impact	10
6	Readiness to Proceed	10
7	Use of Funds	10
4	Local Preference	3% or 6% of the total available points*

Twelve applications were submitted for the AHTF funds. Twelve AHTF applications were deemed responsive and eligible for funding. Because the funding requests for AHTF far exceeded what was available, funding amounts were determined based on a variety of factors related to priority needs identified in the Five-Year Affordable Housing Strategic Plan. The Table below details all of the Community Development Commission's recommendations:

Applications Received			Awarded Projects		
Tier 2	St. Elizabeth	$ 250,000	Tier 2	St. Elizabeth	$ -
Tier 2	Life Link	$ 250,000	Tier 2	Life Link	$ -
Tier 1	SF Housing Authority	$ 2,000,000	Tier 1	SF Housing Authority	$ -
Tier 2	Youthworks	$ 225,000	Tier 2	Youthworks	$ -
Tier 2	SF Recovery	$ 106,580	Tier 2	SF Recovery	$ -
Tier 1	TWG Development 4%	$ 1,245,500	Tier 1	TWG Development 4%	$ 935,000.00
Tier 1	TWG Development 9%	$ 676,251	Tier 1	TWG Development 9%	$ 565,000.00
Tier 1	Interfaith - withdrew	Withdrawn	Tier 1	Interfaith - withdrew	$ -
Tier 2	Adelante	$ 64,200	Tier 2	Adelante	$ -
Tier1	SF Community Housing Trust	$ 900,000	Tier1	SF Community Housing Trust	$ 675,000.00
Tier 2	SF Community Housing Trust	$ 200,000	Tier 2	SF Community Housing Trust	$ -
Tier 1	Habitat for Humanity	$ 225,000	Tier 1	Habitat for Humanity	$ -
Tier 2	Habitat for Humanity	$ 125,000	Tier 2	Habitat for Humanity	$ -
Tier 1	Homewise	$ 2,000,000	Tier 1	Homewise	$ 1,500,000.00
Tier 2	Homewise	$ 1,000,000	Tier 2	Homewise	$ -
Tier 1	Sandoval Construction	$ 200,000	Tier 1	Sandoval Construction	$ -
TOTAL		**$ 9,467,531**	**TOTAL**		**$ 3,675,000.00**

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: AHTF/240

Munis Org Name/Number: Affordable Housing Trust Fund/2400223

Munis Object Name/Number: Subsidy Payments/510500

Budget Officer / Designee: Andy Hopkins **Date:** 12/03/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-111, RFP 26006

Construction
$935,000 to subsidize the construction of 106-affordable housing units of the Nueva Acequia 4% Santa Fe County LLC. The project has been approved for Low Income Housing Tax Credit (LIHTC) application with the New Mexico Mortgage Finance Authority. The AHTF can be used to support the construction of low to moderate income housing. This project will be a total of 106 units.

The following units will be set aside as Affordable Housing units for households:

AMI	Studio	One-Bedroom	Two-Bedroom	Three-Bedroom	Total
30%	1	1	4	4	10
40%	2	1	2	1	6
50%	17	28	2	1	48
60%	6	20	4	1	31
70%	0	0	0	0	0
80%	1	1	4	5	11
Market	0	0	0	0	0
Total	**27**	**51**	**16**	**12**	**106**

Chief Procurement Officer (CPO)/Designee: _____ **Date:** 12/03/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ **Yes |** ☐ **No**

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Treasury/Point of Sale Components included? ☐ **Yes |** ☐ **No**

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Vehicles included? ☐ **Yes |** ☐ **No**

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures included? ☐ **Yes |** ☐ **No**

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this an externally funded purchase? ☐ **Yes |** ☐ **No**

If yes, what is the issuing agency: _____

Approval: _____ **Title:**_____ **Date:** _____

Comment/Exceptions:_____

Is this a Capital Asset or Project? ☐ **Yes |** ☐ **No**

Project Ledger Number:_____

Approval: _____ **Title:** _____**Date:** _____

Comment/Exceptions: _____

ATTACHMENTS:

Procurement document: RFP

Certificate of Liability Insurance (COI) (add City as an additional insured, project specifics, contact person, and primary project location)

Professional Services Contract

(b) Final Purchasing_Memo_V7_4.21_.25_ TWG 4%

Final Audit Report 2025-12-02

Created:	2025-12-02
By:	Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAVyBlmyvg6CVWBWuwySyAGv6gTtdanwWL

"(b) Final Purchasing_Memo_V7_4.21_.25_ TWG 4%" History

Document created by Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
2025-12-02 - 8:47:00 PM GMT- IP address: 63.232.20.2

Document emailed to fachavez@santafenm.gov for signature
2025-12-02 - 8:47:23 PM GMT

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Signer fachavez@santafenm.gov entered name at signing as Faviola A Chavez
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Signature Date: 2025-12-02 - 9:13:42 PM GMT - Time Source: server- IP address: 63.232.20.2

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Signer ELISA MONTOYA (edmontoya1@santafenm.gov) entered name at signing as ELISA D. MONTOYA
2025-12-02 - 9:21:10 PM GMT- IP address: 63.232.20.2

Document e-signed by ELISA D. MONTOYA (edmontoya1@santafenm.gov)
Signature Date: 2025-12-02 - 9:21:12 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2025-12-02 - 9:21:12 PM GMT

Powered by Adobe Acrobat Sign

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

GB - TWG 4% - AHTF - RFP #26006

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and TWG Development, LLC, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Contract is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, section 13-1-NMSA 1978, Section 13-1-111, RFP; and

WHEREAS, the Contractor is one of such requisite and qualifications and is willing to engage with the City for professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Contract; and

The City and the Contractor hereby agree as follows:

1. SCOPE OF WORK

The Contractor shall provide the following services for the City:

TWG, the "Contractor", shall utilize Affordable Housing Trust Funds (AHTF) to provide the following affordable housing project for the City:

A. Contractor will use $935,000 AHTF Funds to subsidize the construction of 106 affordable housing units of the Nueva Acequia 4% Santa Fe County, LLC. The project has a pending Low Income Housing Tax Credit (LIHTC) application with the New Mexico Mortgage Finance Authority. As the LIHTC funding

is determined and development conditions evolve. AHTF can be used to support the construction of low to moderate income housing.

This project will be a total of 106 units.

The following units will be set aside as Affordable Housing units for households:

at 30% or below the Area Median Income (AMI): One (1) Studio, One (1) One-Bedroom, Four (4) Two-Bedroom and Four (4) Three-Bedroom for a total of 10;

at or below 40% of the Area Median Income (AMI): Two (2) Studio, One (1) One-Bedroom, Two (2) Two-Bedroom and Three (1) Three-Bedroom for a total of 6 units;

at or below 50% of the Area Median Income (AMI): Seventeen (17) Studios, Twenty-eight (28) One-Bedroom, Two (2) Two-Bedroom and One (1) one Three-Bedroom units for a total of 48 units;

at or below 60% of the Area Median Income (AMI): Six (6) Studio, Twenty (20) One-Bedroom, Four (4) Two-Bedroom and One (1) Three Bedroom units for a total of 31 units;

at or below 80% of the Area Median Income (AMI): One (1) Studio, One (1) One-Bedroom, Four (4) Two-Bedroom and Five (5) Three-Bedroom units for a total of 11 units and a project total development of 106 units.

The subsidy will be applied to support the gap financing for the LIHTC.

B. The Contractor shall maintain complete, accurate, and well-organized records to support all reported activities and expenditures. Required documentation includes construction progress records, cost verification, procurement files, contractor invoices, compliance certifications, and all supporting materials necessary for annual monitoring and audit review. All records must demonstrate adherence to program requirements and verify the proper use of infrastructure and development funds.

   Contractor will report to the City on a quarterly basis the use of funds.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor does hereby accept its designation as a professional service, rendering services related to GB - TWG 4% - AHTF - RFP #26006 for the City, as set forth in this Contract. The Contractor represents that Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under this Contract.

B. The Contractor agrees to obtain and maintain throughout the term of this Contract, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives, and subcontractors.

3. COMPENSATION

A. For the services and goods described in the scope of work, the City agrees pay the Contractor $935,000.00. The services and goods in the contract include GRT. The total compensation for the contract including GRT is $ 935,000.00

B. The compensation represents a maximum amount. The Contractor must notify the City when the Services provided under this Contract approach 90% of compensation total. Services rendered beyond the maximum compensation amount will not be reimbursed unless the Contract is amended in writing prior to the provision of such services.

C. Invoicing and Payment Terms Payment will be made upon the City's acceptance of deliverables and receipt of a detailed, certified invoice from the Contractor. Payments will be sent to the Contractor's designated address. The City shall issue payment in accordance with the timelines required by law. Invoices must be submitted no later than fifteen (15) days after the Contract's termination. Late invoices will not be processed or paid.

D. Extended Payment Terms for Grant-Funded Contracts. For grant-funded agreements, the City may issue payment within forty-five (45) days following submission of an undisputed payment request.

4. TERM

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate **one (1) years from date of final signature** unless terminated pursuant to paragraph Termination and paragraph Appropriations. A contract for professional services may not exceed four years, including all extensions and renewals, except as otherwise provided by NMSA 1978, Sections 13-1-150 through 13-1-152 or SFCC 1987, Section 11-13.

5. TERMINATION

A. Grounds. The City may terminate this Contract for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. The Contractor may only terminate this Contract based upon the City's uncured, material breach of this Contract.

B. Notice; City Opportunity to Cure.

1. The City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Contract upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that

cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Contract may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Contract, the Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to Paragraph "Appropriations", of this Contract.

C. Liability. Except as otherwise expressly allowed or provided under this Contract, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Contract. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS **CONTRACT**.*

6. APPROPRIATIONS

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, this Contract shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

7. STATUS OF CONTRACTOR

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Contract. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

8. ASSIGNMENT

The Contractor shall not assign or transfer any interest in this Contract or assign any claims for money due or to become due under this Contract without the prior written approval of the City.

9. SUBCONTRACTING

. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Contract, nor shall any subcontract obligate direct payment from the City.

10. RELEASE

Final payment of the amounts due under this Contract shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Contract.

11. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Contract shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

12. PRODUCT OF SERVICE - COPYRIGHT

Nothing developed or produced, in whole or in part, by the Contractor under this Contract shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

13. CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract complies with all applicable provisions of the Governmental Conduct Act, NMSA 1978, Chapter 10, Article 16.

C. Contractor's representations and warranties in Paragraphs A and B of this Article are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

14. AMENDMENT

A. This Contract shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in "Term" herein, or to agree to the reduced funding.

15. ENTIRE AGREEMENT

This Contract, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Contract, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Contract, and the related Exhibits and Schedules, the statements in the body of this Contract shall control.

16. MERGER

This Contract incorporates all the Contracts, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written contract.

All terms and conditions of the **GB - TWG 4% - AHTF - RFP #26006** and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

No prior Contract or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

17. PENALTIES FOR VIOLATION OF LAW

NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

18. EQUAL OPPORTUNITY COMPLIANCE

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

19. APPLICABLE LAW

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-2. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

20. WORKERS' COMPENSATION

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Contract may be terminated by the City.

21. PROFESSIONAL LIABILITY INSURANCE

Contractor shall maintain professional liability insurance throughout the term of this Contract providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance as a condition prior to performing services under this Contract.

22. OTHER INSURANCE

Contractor shall maintain other insurance as appropriate providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance as a condition prior to performing services under this Contract.

22.1. 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.

22.2. BROADER COVERAGE AND LIMITS

The insurance requirements under this Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor hereunder.

Contractor shall maintain the above insurance for the term of this Contract and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

23. RECORDS AND FINANCIAL AUDIT

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Contract's term and effect and retain them for a period of three (3) years from the date of final payment under this Contract. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments.

24. INDEMNIFICATION

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Contract, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Contract. If any action, suit or proceeding related to the services performed by the Contractor or any officer,

agent, employee, servant or subcontractor under this Contract is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

25. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et. seq., as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act.

26. INVALID TERM OR CONDITION

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected and shall be valid and enforceable.

27. ENFORCEMENT OF CONTRACT

A party's failure to require strict performance of any provision of this Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Contract shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

28. NOTICES

Any notice required to be given to either party by this Contract shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City:	Affordable Housing	**To the Contractor:**
Chief Procurement Officer purchasing@santafenm.gov PO Box 909 Santa Fe, NM 87504-0909	Director 123 E Marcy Santa Fe, NM 87501 fachavez@santafenm.gov (505) 955-6346	TWG Megan Adams 1301 E Washington Street, Suite 100 Indianapolis, IN 46202 madams@twgdev.com (619) 889-3085

29. AUTHORITY

If Contractor is other than a natural person, the individual(s) signing this Contract on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter a binding contract.

30. NON-COLLUSION

In signing this Contract, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City's Chief Procurement Officer.

31. DEFAULT/BREACH

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages, and the City may also seek all other remedies under the terms of this Contract and under law or equity.

32. EQUITABLE REMEDIES

The Contractor acknowledges that its failure to comply with any provision of this Contract will cause the City irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The City's rights to obtain equitable relief pursuant to this Contract shall be in addition to, and not in lieu of, any other remedy that the City may have under applicable law, including, but not limited to, monetary damages.

33. DEFAULT AND FORCE MAJEURE

The City reserves the right to cancel all, or any part of any orders placed under this 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 subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Contract.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE - APPROVAL

SIGNATURE

Alan M. Webber
FULL NAME

Mayor
TITLE

DATE SIGNED

TWG Development, LLC

Megan Adams
Megan Adams (Nov 25, 2025 12:23:55 PST)
SIGNATURE

Megan Adams
FULL NAME

Regional Development Director, West
TITLE

Nov 25, 2025
DATE SIGNED

85-6000073
NMBTIN#

ATTEST

SIGNATURE

Andrea Salazar
FULL NAME

City Clerk
TITLE

DATE SIGNED

Approved to form and legal sufficiency by:

Sarah Piltch (Nov 25, 2025 15:18:22 MST)
SIGNATURE

Sarah Piltch
FULL NAME

Assistant City Attorney
TITLE

Nov 25, 2025
DATE SIGNED

APPROVED FOR FINANCES

Emily K. Oster

SIGNATURE

Emily Oster

FULL NAME

Finance Director

TITLE

12/03/2025

DATE SIGNED

CITY OF SANTA FE

The Purchasing Memo

Date: December 2, 2025

To: Governing Body, Finance Committee, and Quality of Life Committee

Via: Elisa Montoya Community Development Director ELISA D. MONTOYA (Dec 2, 2025 14:20:32 MST)

From: Faviola Chavez Affordable Housing Director Faviola A Chavez (Dec 2, 2025 14:14:27 MST)

Subject: Affordable Housing Trust Fund (AHTF) Program Year 2025 - FY26

Vendor Name: TWG Nueva Acequia 9% LIHTC

Munis Vendor Number: 10877

ITEM AND ISSUE:

The Office of Affordable Housing respectfully requests your review and approval of this Affordable Housing Trust Fund contract in the total amount of $565,000 to support the construction of 53 affordable housing units of the Nueva Acequia 9% Santa Fe County LLC. The project has an approved Low Income Housing Tax Credit (LIHTC) with the New Mexico Mortgage Finance Authority.

100% of these units will be set-aside for income eligible seniors. In partnership with Santa Fe County, the County will provide a range of onsite services in collaboration with the Santa Fe Housing Trust, Century Bank, and the Santa Fe County Senior Services Program. An example of services to be provided includes; and is not limited to, delivered meal service, fitness classes, health screening services, technology training, social and community engagement events, estate planning, and financial literacy. These units will remain affordable as defined by the Santa Fe Homes Program until 2072.

CONTRACT NUMBER:

The FY26 Munis contract number is 3260282

BACKGROUND AND SUMMARY:

Affordable Housing Trust Funds (AHTF) are generated from development activity (developer fees, pre-inclusionary housing agreements), payoffs of City-held liens, and land sales. In recent years, the Governing Body has committed $3,000,000 annually to the trust fund to respond to the urgent housing needs in Santa Fe. These funds are used for affordable housing projects and activities to benefit income-qualified households. Eligible housing activities are outlined in SFCC Chapter 26-3. Uses of funds are determined by the housing needs identified in the City's Five-Year Strategic Housing Plan and regulated by the NM Mortgage Finance Authority for compliance with the NM Affordable Housing Act. AHTF is used only for affordable housing, whether for capital costs or direct financial assistance to income qualified beneficiaries. Because AHTF funds are local revenue, criteria for how they are used can be more localized to better meet Santa Fe's unique needs.

The City of Santa Fe and the Office of Affordable Housing issued a Request for Proposals on July 10, 2025, Amendment 1 released on July 25, 2025, and Amendment 2 released on August 1,2025, to solicit proposals focused on supporting eligible costs associated with the acquisition, development, construction, renovation, conversion, financing, operation, or ownership of affordable housing—or related supporting infrastructure.

Funding is available to developers and sponsors of affordable housing, including partnerships, corporations, limited liability companies, joint ventures, public/private partnerships and non-profit organizations that are organized under state, local, or tribal laws and can provide proof of such organization. Eligible applicants must have proven financial capacity and organizational experience to carry out the activities described in the proposal submitted to receive an AHTF allocation.

An estimated balance of $3,675,000 in the AHTF is available. Applications were reviewed and funding recommendations were made by the City's Community Development Commission (CDC) at the CDC meetings on August 20, 2025 and November 19, 2025. The following criteria was evaluated by the CDC to make funding recommendations:

Tier 1

No.	Rating Criteria	Point Values
1	Team Qualifications & Past Relevant Projects	20
2	Clarity, Logic, and Execution Strategy	20
3	Affordability Duration	10
4	Leverage	10
5	Investment Impact	15
6	Readiness & Feasibility	15
7	Resident Well-Being	10
4	Local Preference	3% or 6% of the total available points

Tier 2

No.	Rating Criteria	Point Values
1	Program Alignment	20
2	Organizational Capacity	20
3	Outcomes & Measurability	15
4	Equity & Accessibility	15
5	Investment Impact	10
6	Readiness to Proceed	10
7	Use of Funds	10
4	Local Preference	3% or 6% of the total available points*

Twelve applications were submitted for the AHTF funds. Twelve AHTF applications were deemed responsive and eligible for funding. Because the funding requests for AHTF far exceeded what was available, funding amounts were determined based on a variety of factors related to priority needs identified in the Five-Year Affordable Housing Strategic Plan. The Table below details all of the Community Development Commission's recommendations:

Applications Received			Awarded Projects		
Tier 2	St. Elizabeth	$ 250,000	Tier 2	St. Elizabeth	$ -
Tier 2	Life Link	$ 250,000	Tier 2	Life Link	$ -
Tier 1	SF Housing Authority	$ 2,000,000	Tier 1	SF Housing Authority	$ -
Tier 2	Youthworks	$ 225,000	Tier 2	Youthworks	$ -
Tier 2	SF Recovery	$ 106,580	Tier 2	SF Recovery	$ -
Tier 1	TWG Development 4%	$ 1,245,500	Tier 1	TWG Development 4%	$ 935,000.00
Tier 1	TWG Development 9%	$ 676,251	Tier 1	TWG Development 9%	$ 565,000.00
Tier 1	Interfaith - withdrew	Withdrawn	Tier 1	Interfaith - withdrew	$ -
Tier 2	Adelante	$ 64,200	Tier 2	Adelante	$ -
Tier1	SF Community Housing Trust	$ 900,000	Tier1	SF Community Housing Trust	$ 675,000.00
Tier 2	SF Community Housing Trust	$ 200,000	Tier 2	SF Community Housing Trust	$ -
Tier 1	Habitat for Humanity	$ 225,000	Tier 1	Habitat for Humanity	$ -
Tier 2	Habitat for Humanity	$ 125,000	Tier 2	Habitat for Humanity	$ -
Tier 1	Homewise	$ 2,000,000	Tier 1	Homewise	$ 1,500,000.00
Tier 2	Homewise	$ 1,000,000	Tier 2	Homewise	$ -
Tier 1	Sandoval Construction	$ 200,000	Tier 1	Sandoval Construction	$ -
TOTAL		**$ 9,467,531**	**TOTAL**		**$ 3,675,000.00**

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: AHTF/240

Munis Org Name/Number: Affordable Housing Trust Fund/2400223

Munis Object Name/Number: Subsidy Payments/510500

Budget Officer / Designee: Andy Hopkins **Date:** 12/03/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-111, RFP 26006

TWG Construction
$565,000 to subsidize the construction of 53 -affordable housing units of the Nueva Acequia 9% Santa Fe County LLC. The project has an approved Low Income Housing Tax Credit (LIHTC) with the New Mexico Mortgage Finance Authority. The AHTF can be used to support the construction of low to moderate income housing. This project will be a total of 53 units.

The following units will be set aside as Affordable Housing units for households.

AMI	Studio	One-Bedroom	Two-Bedroom	Total
30%	5	5	1	11
40%	1	7	1	9
50%	1	13	1	15
60%	0	8	2	10
70%	0	0	0	0
80%	0	5	3	8
Market	0	0	0	0
Total	**7**	**38**	**8**	**53**

Chief Procurement Officer (CPO)/Designee:  **Date:** 12/03/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ **Yes |** ☐ **No**

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Treasury/Point of Sale Components included? ☐ **Yes |** ☐ **No**

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Vehicles included? ☐ **Yes |** ☐ **No**

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures included? ☐ **Yes |** ☐ **No**

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this an externally funded purchase? ☐ **Yes |** ☐ **No**

If yes, what is the issuing agency: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? ☐ **Yes |** ☐ **No**

Project Ledger Number: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

ATTACHMENTS:

Procurement document: RFP

Certificate of Liability Insurance (COI) (add City as an additional insured, project specifics, contact person, and primary project location)

Professional Services Contract

(b) Purchasing_Memo_V7_4.21_.25_ TWG 9% FINAL

Final Audit Report 2025-12-02

Created:	2025-12-02
By:	Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-4io0cQAfA5-yu854H1oU5PMUFjolQ7M

"(b) Purchasing_Memo_V7_4.21_.25_ TWG 9% FINAL" History

Document created by Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
2025-12-02 - 8:11:38 PM GMT- IP address: 63.232.20.2

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2025-12-02 - 8:11:59 PM GMT

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Signer fachavez@santafenm.gov entered name at signing as Faviola A Chavez
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Signature Date: 2025-12-02 - 9:14:27 PM GMT - Time Source: server- IP address: 63.232.20.2

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2025-12-02 - 9:20:01 PM GMT- IP address: 104.47.64.254

Signer ELISA MONTOYA (edmontoya1@santafenm.gov) entered name at signing as ELISA D. MONTOYA
2025-12-02 - 9:20:30 PM GMT- IP address: 63.232.20.2

Document e-signed by ELISA D. MONTOYA (edmontoya1@santafenm.gov)
Signature Date: 2025-12-02 - 9:20:32 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2025-12-02 - 9:20:32 PM GMT

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CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

GB - TWG 9% - AHTF - RFP #26006

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and TWG Development, LLC, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Contract is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, section 13-1-NMSA 1978, Section 13-1-111, RFP; and

WHEREAS, the Contractor is one of such requisite and qualifications and is willing to engage with the City for professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Contract; and

The City and the Contractor hereby agree as follows:

1. SCOPE OF WORK

The Contractor shall provide the following services for the City:

TWG, the "Contractor", shall utilize Affordable Housing Trust Funds (AHTF) to provide the following affordable housing project for the City:

A. Contractor will use $565,000 AHTF Funds to subsidize the construction of 53-affordable housing units of the Nueva Acequia 9% Santa Fe County, LLC. The project has a pending Low Income Housing Tax Credit (LIHTC) application with the New Mexico Mortgage Finance Authority. As the LIHTC funding

is determined and development conditions evolve. AHTF can be used to support the construction of low to moderate income housing.

This project will be a total of 53 units.

The following units wilbe set aside as Affordable Housing units for households:

at 30% or below the Area Median Income (AMI): \Five (5) Studio, Five (5) One-Bedroom, One (1) Two-Bedroom for a total of 11;

at or below 40% of AMI: One (1) Studio, Seven (7) One-Bedroom, One (1) Two-Bedroom for a total of 9 units;

at or below 50% of the AMI: One (1) Studios, Thirteen (13) One-Bedroom, One (1) Two-Bedroom units for a total of 15 units;

at or below 60% of the AMI: will be set aside for the following units: Eight (8) One-Bedroom, Two (2) Two-Bedroom units for a total of 10 units.

at or below 80% of the AMI: Five (5) One-Bedroom, Three (3) Two-Bedroom units for a total of 8 units.

The subsidy will be applied to support the gap financing for the LIHTC.

B. The Contractor shall maintain complete, accurate, and well-organized records to support all reported activities and expenditures. Required documentation includes construction progress records, cost verification, procurement files, contractor invoices, compliance certifications, and all supporting materials necessary for annual monitoring and audit review. All records must demonstrate adherence to program requirements and verify the proper use of infrastructure and development funds.

Contractor will report to the City on a quarterly basis the use of funds.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor does hereby accept its designation as a professional service, rendering services related to GB - TWG 9% - AHTF - RFP #26006 for the City, as set forth in this Contract. The Contractor represents that Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under this Contract.

B. The Contractor agrees to obtain and maintain throughout the term of this Contract, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives, and subcontractors.

3. COMPENSATION

A. For the services and goods described in the scope of work, the City agrees to pay the Contractor $565,000.00. The services and goods in the contract include GRT. The total compensation for the contract including GRT is $ 565,000. The Contractor must notify the City when the Services

provided under this Contract approach 90% of compensation total. Services rendered beyond the maximum compensation amount will not be reimbursed unless the Contract is amended in writing prior to the provision of such services.

B. Invoicing and Payment Terms Payment will be made upon the City's acceptance of deliverables and receipt of a detailed, certified invoice from the Contractor. Payments will be sent to the Contractor's designated address. The City shall issue payment in accordance with the timelines required by law. Invoices must be submitted no later than fifteen (15) days after the Contract's termination. Late invoices will not be processed or paid.

C. Extended Payment Terms for Grant-Funded Contracts. For grant-funded agreements, the City may issue payment within forty-five (45) days following submission of an undisputed payment request.

4. TERM

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate one **(1) years from date of final signature** unless terminated pursuant to paragraph Termination and paragraph Appropriations. A contract for professional services may not exceed four years, including all extensions and renewals, except as otherwise provided by NMSA 1978, Sections 13-1-150 through 13-1-152 or SFCC 1987, Section 11-13.

5. TERMINATION

A. Grounds. The City may terminate this Contract for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. The Contractor may only terminate this Contract based upon the City's uncured, material breach of this Contract.

B. Notice; City Opportunity to Cure.

1. The City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Contract upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Contract may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Contract, the Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to Paragraph "Appropriations", of this Contract.

C. Liability. Except as otherwise expressly allowed or provided under this Contract, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Contract. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS **CONTRACT**.*

6. APPROPRIATIONS

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, this Contract shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

7. STATUS OF CONTRACTOR

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Contract. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

8. ASSIGNMENT

The Contractor shall not assign or transfer any interest in this Contract or assign any claims for money due or to become due under this Contract without the prior written approval of the City.

9. RELEASE

Final payment of the amounts due under this Contract shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Contract.

10. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Contract shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

11. PRODUCT OF SERVICE - COPYRIGHT

Nothing developed or produced, in whole or in part, by the Contractor under this Contract shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract complies with all applicable provisions of the Governmental Conduct Act, NMSA 1978, Chapter 10, Article 16.

C. Contractor's representations and warranties in Paragraphs A and B of this Article are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

13. AMENDMENT

A. This Contract shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in "Term" herein, or to agree to the reduced funding.

14. ENTIRE AGREEMENT

This Contract, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Contract, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Contract, and the related Exhibits and Schedules, the statements in the body of this Contract shall control.

15. MERGER

This Contract incorporates all the Contracts, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written contract.

All terms and conditions of the **GB - TWG 9% - AHTF - RFP #26006** and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

No prior Contract or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

16. PENALTIES FOR VIOLATION OF LAW

NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

17. EQUAL OPPORTUNITY COMPLIANCE

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

18. APPLICABLE LAW

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-2. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

19. WORKERS' COMPENSATION

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Contract may be terminated by the City.

20. PROFESSIONAL LIABILITY INSURANCE

Contractor shall maintain professional liability insurance throughout the term of this Contract providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance as a condition prior to performing services under this Contract.

21. OTHER INSURANCE

Contractor shall maintain other insurance as appropriate providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance as a condition prior to performing services under this Contract. .

21.1. 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.

21.2. BROADER COVERAGE AND LIMITS

The insurance requirements under this Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor hereunder.

Contractor shall maintain the above insurance for the term of this Contract and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

22. RECORDS AND FINANCIAL AUDIT

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Contract's term and effect and retain them for a period of three (3) years from the date of final payment under this Contract. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments.

23. INDEMNIFICATION

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Contract, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Contract. If any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Contract is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

24. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et. seq., as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act.

25. INVALID TERM OR CONDITION

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected and shall be valid and enforceable.

26. ENFORCEMENT OF CONTRACT

A party's failure to require strict performance of any provision of this Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Contract shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

27. NOTICES

Any notice required to be given to either party by this Contract shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City: Chief Procurement Officer purchasing@santafenm.gov PO Box 909 Santa Fe, NM 87504-0909	Affordable Housing Director 123 E Marcy Santa Fe, NM 87501 fachavez@santafenm.gov (505) 955-6346	**To the Contractor:** TWG 1301 E. Washington Street, Suite 100 Indianapolis, IN 46202 madams@twgdev.com (619) 889-3085

28. AUTHORITY

If Contractor is other than a natural person, the individual(s) signing this Contract on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter a binding contract.

29. NON-COLLUSION

In signing this Contract, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City's Chief Procurement Officer.

30. DEFAULT/BREACH

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages, and the City may also seek all other remedies under the terms of this Contract and under law or equity.

31. EQUITABLE REMEDIES

The Contractor acknowledges that its failure to comply with any provision of this Contract will cause the City irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and

the Contractor consents to the City's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The City's rights to obtain equitable relief pursuant to this Contract shall be in addition to, and not in lieu of, any other remedy that the City may have under applicable law, including, but not limited to, monetary damages.

32. 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 subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Contract.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Contract as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE - APPROVAL

SIGNATURE

Alan M. Webber
FULL NAME

Mayor
TITLE

DATE SIGNED

TWG Development, LLC

Megan Adams
Megan Adams (Nov 25, 2025 12:24:20 PST)
SIGNATURE

Megan Adams
FULL NAME

Regional Development Director, West
TITLE

Nov 25, 2025
DATE SIGNED

85-6000073
NMBTIN#

ATTEST

SIGNATURE

Andrea Salazar
FULL NAME

City Clerk
TITLE

DATE SIGNED

Approved to form and legal sufficiency by:

Sarah Piltch (Nov 25, 2025 15:19:04 MST)
SIGNATURE

Sarah Piltch
FULL NAME

Assistant City Attorney
TITLE

Nov 25, 2025
DATE SIGNED

APPROVED FOR FINANCES

Emily K. Oster

SIGNATURE

Emily Oster

FULL NAME

Finance Director

TITLE

12/03/2025

DATE SIGNED

CITY OF SANTA FE

The Purchasing Memo

Date: December 1, 2025

To: Governing Body, Finance Committee, and Quality of Life Committee

Via: Elisa Montoya Community Development Director ELISA D. MONTOYA (Dec 1, 2025 15:54:16 MST)

From: Faviola Chavez Affordable Housing Director Faviola A Chavez (Dec 2, 2025 12:46:01 MST)

Subject: Affordable Housing Trust Fund (AHTF) Program Year 2025 - FY26

Vendor Name: Santa Fe Community Housing Trust (SFCHT)

Munis Vendor Number: 1570

ITEM AND ISSUE:

The Office of Affordable Housing respectfully requests your review and approval of this Affordable Housing Trust Fund contract in the total amount of $675,000. This recommended award will support the construction of 8 permanently affordable homes at Arroyo Oeste Phase II for income-qualified families. More specifically, the recommended award will be applied to cover the gap between the effective's sales price and the actual cost of construction, calculated based on the size and configuration of the unit(s), lot layouts, infrastructure, and other unique conditions of developments. **CONTRACT NUMBER:**

The FY26 Munis contract number is 3260280

BACKGROUND AND SUMMARY:

Affordable Housing Trust Funds (AHTF) are generated from development activity (developer fees, pre-inclusionary housing agreements), payoffs of City-held liens, and land sales. In recent years, the Governing Body has committed $3,000,000 annually to the trust fund to respond to the urgent housing needs in Santa Fe. These funds are used for affordable housing projects and activities to benefit income-qualified households. Eligible housing activities are outlined in SFCC Chapter 26-3. Uses of funds are determined by the housing needs identified in the City's Five-Year Strategic Housing Plan and regulated by the NM Mortgage Finance Authority for compliance with the NM Affordable Housing Act. AHTF is used only for affordable housing, whether for capital costs or direct financial assistance to income qualified beneficiaries. Because AHTF funds are local revenue, criteria for how they are used can be more localized to better meet Santa Fe's unique needs.

The City of Santa Fe and the Office of Affordable Housing issued a Request for Proposals on July 10, 2025, Amendment 1 released on July 25, 2025, and Amendment 2 released on August 1, 2025, to solicit proposals focused on supporting eligible costs associated with the acquisition, development, construction, renovation, conversion, financing, operation, or ownership of affordable housing—or related supporting infrastructure.

Funding is available to developers and sponsors of affordable housing, including partnerships, corporations, limited liability companies, joint ventures, public/private partnerships and non-profit organizations that are organized under state, local, or tribal laws and can provide proof of such organization. Eligible applicants must

have proven financial capacity and organizational experience to carry out the activities described in the proposal submitted to receive an AHTF allocation.

An estimated balance of $3,675,000 in the AHTF is available for awards. Applications were reviewed and funding recommendations were made by the City's Community Development Commission (CDC) at the CDC meetings on **August 20, 2025 and November 19, 2025.** The following criteria was evaluated by the CDC to make funding recommendations:

Tier 1

No.	Rating Criteria	Point Values
1	Team Qualifications & Past Relevant Projects	20
2	Clarity, Logic, and Execution Strategy	20
3	Affordability Duration	10
4	Leverage	10
5	Investment Impact	15
6	Readiness & Feasibility	15
7	Resident Well-Being	10
4	Local Preference	3% or 6% of the total available points

Tier 2

No.	Rating Criteria	Point Values
1	Program Alignment	20
2	Organizational Capacity	20
3	Outcomes & Measurability	15
4	Equity & Accessibility	15
5	Investment Impact	10
6	Readiness to Proceed	10
7	Use of Funds	10
4	Local Preference	3% or 6% of the total available points*

Twelve applications were submitted for the AHTF funds. Twelve AHTF applications were deemed responsive and eligible for funding. Because the funding requests for AHTF far exceeded what was available, funding amounts were determined based on a variety of factors related to priority needs identified in the Five-Year Affordable Housing Strategic Plan. The Table below details all of the Community Development Commission's recommendations:

Applications Received			Awarded Projects		
Tier 2	St. Elizabeth	$ 250,000	Tier 2	St. Elizabeth	$ -
Tier 2	Life Link	$ 250,000	Tier 2	Life Link	$ -
Tier 1	SF Housing Authority	$ 2,000,000	Tier 1	SF Housing Authority	$ -
Tier 2	Youthworks	$ 225,000	Tier 2	Youthworks	$ -
Tier 2	SF Recovery	$ 106,580	Tier 2	SF Recovery	$ -
Tier 1	TWG Development 4%	$ 1,245,500	Tier 1	TWG Development 4%	$ 935,000.00
Tier 1	TWG Development 9%	$ 676,251	Tier 1	TWG Development 9%	$ 565,000.00
Tier 1	Interfaith - withdrew	Withdrawn	Tier 1	Interfaith - withdrew	$ -
Tier 2	Adelante	$ 64,200	Tier 2	Adelante	$ -
Tier1	SF Community Housing Trust	$ 900,000	Tier1	SF Community Housing Trust	$ 675,000.00
Tier 2	SF Community Housing Trust	$ 200,000	Tier 2	SF Community Housing Trust	$ -
Tier 1	Habitat for Humanity	$ 225,000	Tier 1	Habitat for Humanity	$ -
Tier 2	Habitat for Humanity	$ 125,000	Tier 2	Habitat for Humanity	$ -
Tier 1	Homewise	$ 2,000,000	Tier 1	Homewise	$ 1,500,000.00
Tier 2	Homewise	$ 1,000,000	Tier 2	Homewise	$ -
Tier 1	Sandoval Construction	$ 200,000	Tier 1	Sandoval Construction	$ -
TOTAL		**$ 9,467,531**	**TOTAL**		**$ 3,675,000.00**

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: AHTF/240

Munis Org Name/Number: Affordable Housing Trust Fund/2400223

Munis Object Name/Number: Subsidy Payments/510500

Budget Officer / Designee: Andy Hopkins **Date:** 12/03/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-111, RFP 26006

Santa Fe Community Housing Trust

Construction
$675,000
This recommended award will support the construction of 8 permanently affordable homes at Arroyo Oeste Phase II for income-qualified families. More specifically, the recommended award will be applied to cover the gap between the effective's sales price and the actual cost of construction, calculated based on

the size and configuration of the unit(s), lot layouts, infrastructure, and other unique conditions of developments.

RFP #26006

Chief Procurement Officer (CPO)/Designee: _____ **Date:** 12/03/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ **Yes |** ☑ **No**

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Treasury/Point of Sale Components included? ☐ **Yes |** ☑ **No**

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Vehicles included? ☐ **Yes |** ☑ **No**

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures included? ☐ **Yes |** ☑ **No**

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this an externally funded purchase? ☐ **Yes |** ☑ **No**

If yes, what is the issuing agency: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? ☐ **Yes |** ☑ **No**

Project Ledger Number: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

ATTACHMENTS:

Procurement document: RFP

Certificate of Liability Insurance (COI) (add City as an additional insured, project specifics, contact person, and primary project location)

Professional Services Contract

(b1) Purchasing Memo - Housing Trust

Final Audit Report 2025-12-02

Created:	2025-12-02
By:	Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA3NJCoTguTYVv2nmRozMgmr-RNKsGtjZq

"(b1) Purchasing Memo - Housing Trust" History

Document created by Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
2025-12-02 - 7:17:26 PM GMT- IP address: 63.232.20.2

Document emailed to fachavez@santafenm.gov for signature
2025-12-02 - 7:17:44 PM GMT

Email viewed by fachavez@santafenm.gov
2025-12-02 - 7:45:46 PM GMT- IP address: 104.47.64.254

Signer fachavez@santafenm.gov entered name at signing as Faviola A Chavez
2025-12-02 - 7:45:59 PM GMT- IP address: 63.232.20.2

Document e-signed by Faviola A Chavez (fachavez@santafenm.gov)
Signature Date: 2025-12-02 - 7:46:01 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2025-12-02 - 7:46:01 PM GMT

Powered by Adobe Acrobat Sign

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

GB-Santa Fe Community Housing Trust - AHTF-RFP26006

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and Santa Fe Community Housing Trust, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Contract is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, section 13-1-NMSA 1978, Section 13-1-111, RFP; and

WHEREAS, the Contractor is one of such requisite and qualifications and is willing to engage with the City for professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Contract; and

The City and the Contractor hereby agree as follows:

1. SCOPE OF WORK

Santa Fe Community Housing Trust "Contractor" shall utilize Affordable Housing Trust Funds (AHTF) to provide the following affordable housing project for the City:

A. Contractor will use $675,000 AHTF Funds to subsidize the construction of homes sold at a restricted price, according to the City's Santa Fe Homes Program (SFHP) pricing schedule, to homebuyers earning low and moderate incomes. The subsidy will be applied to cover the gap between the effective sales

price and the actual cost of construction, calculated based on the size and configuration of the unit(s), lot layouts and infrastructure requirements, and other unique conditions of development.

B. The Contractor shall develop a minimum of eight (8) households with the goal to serve the following income categories: three (3) households earning 30-50% AMI; three (3) households earning 50-65% AMI; and two (2) households earning 65-80% AMI.

C. The Contractor shall maintain complete, accurate, and well-organized records to support all reported activities and expenditures. Required documentation includes construction progress records, cost verification, procurement files, contractor invoices, compliance certifications, and all supporting materials necessary for annual monitoring and audit review. All records must demonstrate adherence to program requirements and verify the proper use of infrastructure and development funds.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor does hereby accept its designation as a professional service, rendering services related to GB-Santa Fe Community Housing Trust - AHTF-RFP26006 for the City, as set forth in this Contract. The Contractor represents that Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under this Contract.

B. The Contractor agrees to obtain and maintain throughout the term of this Contract, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives, and subcontractors.

3. COMPENSATION

A. Payment. For the services and goods described in the scope of work, the City agrees to pay the Contractor $675,000.00. The services and goods in the contract include GRT. The total compensation for the contract including GRT is $ 675,000.00.

B. The compensation represents a maximum amount. The Contractor must notify the City when the Services provided under this Contract approach 90% of compensation total. Services rendered beyond the maximum compensation amount will not be reimbursed unless the Contract is amended in writing prior to the provision of such services.

C. Invoicing and Payment Terms Payment will be made upon the City's acceptance of deliverables and receipt of a detailed, certified invoice from the Contractor. Payments will be sent to the Contractor’s designated address. The City shall issue payment in accordance with the timelines required by law. Invoices must be submitted no later than fifteen (15) days after the Contract’s termination. Late invoices will not be processed or paid.

D. Extended Payment Terms for Grant-Funded Contracts. For grant-funded agreements, the City may issue payment within forty-five (45) days following submission of an undisputed payment request.

4. TERM

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate one **(1) year from date of final signature** unless terminated pursuant to paragraph Termination

and paragraph Appropriations. A contract for professional services may not exceed four years, including all extensions and renewals, except as otherwise provided by NMSA 1978, Sections 13-1-150 through 13-1-152 or SFCC 1987, Section 11-13.

5. TERMINATION

A. Grounds. The City may terminate this Contract for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. The Contractor may only terminate this Contract based upon the City's uncured, material breach of this Contract.

B. Notice; City Opportunity to Cure.

1. The City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Contract upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Contract may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Contract, the Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to Paragraph "Appropriations", of this Contract.

C. Liability. Except as otherwise expressly allowed or provided under this Contract, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Contract. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS CONTRACT.*

6. APPROPRIATIONS

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, this Contract shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted

by the Contractor and shall be final. If the City proposes an amendment to the Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

7. STATUS OF CONTRACTOR

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Contract. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

8. ASSIGNMENT

The Contractor shall not assign or transfer any interest in this Contract or assign any claims for money due or to become due under this Contract without the prior written approval of the City.

9. SUBCONTRACTING

. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Contract, nor shall any subcontract obligate direct payment from the City.

10. RELEASE

Final payment of the amounts due under this Contract shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Contract.

11. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Contract shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

12. PRODUCT OF SERVICE - COPYRIGHT

Nothing developed or produced, in whole or in part, by the Contractor under this Contract shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

13. CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract complies with all applicable provisions of the Governmental Conduct Act, NMSA 1978, Chapter 10, Article 16.

C. Contractor's representations and warranties in Paragraphs A and B of this Article are material representations of fact upon which the City relied when this Contract was entered into by the

parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

14. AMENDMENT

A. This Contract shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in "Term" herein, or to agree to the reduced funding.

15. ENTIRE AGREEMENT

This Contract, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Contract, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Contract, and the related Exhibits and Schedules, the statements in the body of this Contract shall control.

16. MERGER

This Contract incorporates all the Contracts, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written contract.

All terms and conditions of the **TBD - GB-Santa Fe Community Housing Trust - AHTF-RFP26006** and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

No prior Contract or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

17. PENALTIES FOR VIOLATION OF LAW

NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

18. EQUAL OPPORTUNITY COMPLIANCE

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

19. APPLICABLE LAW

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-2. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

20. WORKERS' COMPENSATION

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Contract may be terminated by the City.

21. PROFESSIONAL LIABILITY INSURANCE

Contractor shall maintain professional liability insurance throughout the term of this Contract providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance and of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Contract.

22. OTHER INSURANCE

The Contractor shall furnish the City with proof of any other required insurance and of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Contract.

22.1. COMMERCIAL GENERAL LIABILITY

Insurance shall be written on an occurrence basis and be as broad as ISO Form CG 00 01 with limits not less than $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.

22.2. BROADER COVERAGE AND LIMITS

The insurance requirements under this Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No

representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor hereunder.

Contractor shall maintain the above insurance for the term of this Contract and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

23. RECORDS AND FINANCIAL AUDIT

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Contract's term and effect and retain them for a period of three (3) years from the date of final payment under this Contract. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments.

24. INDEMNIFICATION

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Contract, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Contract. If any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Contract is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

25. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et. seq., as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act.

26. INVALID TERM OR CONDITION

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected and shall be valid and enforceable.

27. ENFORCEMENT OF CONTRACT

A party's failure to require strict performance of any provision of this Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Contract shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

28. NOTICES

Any notice required to be given to either party by this Contract shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City: Chief Procurement Officer purchasing@santafenm.gov PO Box 909 Santa Fe, NM 87504-0909	Affordable Housing Director 123 E Marcy Santa Fe, NM 87501 fachavez@santafenm.gov (505) 955-6346	**To the Contractor:** Santa Fe Community Housing Trust 6005 Jaguar Drive, Ste 101 Santa Fe, NM 87507 rabeyta@housingtrustonlie.org 505-989-3960

29. AUTHORITY

If Contractor is other than a natural person, the individual(s) signing this Contract on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter a binding contract.

30. NON-COLLUSION

In signing this Contract, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City's Chief Procurement Officer.

31. DEFAULT/BREACH

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages, and the City may also seek all other remedies under the terms of this Contract and under law or equity.

32. EQUITABLE REMEDIES

The Contractor acknowledges that its failure to comply with any provision of this Contract will cause the City irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The City's rights to obtain equitable relief pursuant to this Contract shall be in addition to, and not in lieu of, any other remedy that the City may have under applicable law, including, but not limited to, monetary damages.

33. DEFAULT AND FORCE MAJEURE

The City reserves the right to cancel all, or any part of any orders placed under this 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 subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Contract.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Contract as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE - APPROVAL

SIGNATURE

Alan M. Webber
FULL NAME

Mayor
TITLE

DATE SIGNED

SANTA FE COMMUNITY HOUSING TRUST

Roman Abeyta
Roman Abeyta (Nov 24, 2025 14:47:24 MST)
SIGNATURE

Roman Abeyta
FULL NAME

Executive Director
TITLE

Nov 24, 2025
DATE SIGNED

0217169008
NMBTIN#

ATTEST

SIGNATURE

Andrea Salazar
FULL NAME

City Clerk
TITLE

DATE SIGNED

Approved to form and legal sufficiency by:

Sarah Piltch
Sarah Piltch (Nov 24, 2025 14:48:35 MST)
SIGNATURE

Sarah Piltch
FULL NAME

Assistant City Attorney
TITLE

Nov 24, 2025
DATE SIGNED

APPROVED FOR FINANCES

Emily K. Oster

SIGNATURE

Emily Oster

FULL NAME

Finance Director

TITLE

12/03/2025

DATE SIGNED

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/24/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0757776 HUB International Insurance Services (SOW) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505	CONTACT NAME: PHONE (A/C, No, Ext): (505) 982-4296 FAX (A/C, No): (866) 621-0427 E-MAIL ADDRESS:
INSURED Santa Fe Community Housing Trust PO Box 29237 Santa Fe, NM 87592	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Hartford Underwriters Insurance Company — 30104 INSURER B : New Mexico Mutual Casualty Company — 40627 INSURER C : Hudson Excess Insurance Company — 14484 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **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: X POLICY PRO-JECT LOC OTHER:	X		34SBAAP5BFS	1/1/2025	1/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			34SBAAP5BFS	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0099999107	6/27/2025	6/27/2026	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
C	Professional Liabili			EEB14142 03	1/1/2025	1/1/2026	Each Wrongful Act	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
*CYBER LIABILITY #ESN0040211985- 01/05/2025 – 1/5/2026- General Aggregate Limit: $1,000,000 Aggregate Retention: $2,500

CERTIFICATE HOLDER

City of Santa Fe Office of Affordable Housing
PO Box 909
Santa Fe, NM 87504-0909

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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BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Section **C. WHO IS AN INSURED**:

Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs **a.** through **f.** below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE.** How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS.**

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

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(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Paragraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

(1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In connection with your premises;

(b) In the performance of your ongoing operations performed by you or on your behalf; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if:

(i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

(i) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(ii) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property

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damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit

(1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

(1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations performed by you or on your behalf;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if:

(i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service described in Paragraphs **f.(2)(a)** or **f.(2)(b)** above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - VENDORS

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Section **C. WHO IS AN INSURED**:

Additional Insured - Vendors

a. Any person(s) or organization(s) (referred to throughout this endorsement as vendor) shown in the Declarations as an Additional Insured – Vendor is also an additional insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. If coverage provided to these additional insureds is required by a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision, the insurance afforded to these additional insureds will not be broader than that which you are required by the contract, agreement, or permit to provide for these additional insureds.

c. The insurance afforded to these additional insureds only applies to the extent permitted by law.

B. With respect to the insurance afforded to such additional insured(s) by this endorsement, the following changes are made to Section **B. EXCLUSIONS**:

1. the following exclusion is added:

This insurance does not apply to:

a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

b. Any express warranty unauthorized by you;

c. Any physical or chemical change in the product made intentionally by the vendor;

d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in Paragraphs **d.** or **f.**; or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. The following exclusion is added:
This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

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CITY OF SANTA FE

The Purchasing Memo

Date: December 2, 2025

To: Governing Body, Finance Committee, and Quality of Life Committee

Via: Elisa Montoya Community Development Director ELISA D. MONTOYA (Dec 2, 2025 12:48:51 MST)

From: Faviola Chavez Affordable Housing Director Faviola A. Chavez (Dec 2, 2025 12:47:12 MST)

Subject: Affordable Housing Trust Fund (AHTF) Program Year 2025 - FY26

Vendor Name: Homewise

Munis Vendor Number: 2481

ITEM AND ISSUE:

The Office of Affordable Housing respectfully requests your review and approval of this Affordable Housing Trust Fund contract in the total amount of $1,500,000 for the construction of spine infrastructure for 1,500 owner-occupied homeownership units in Phase 3A of Tierra Contenta. These units will be priced below the median price for a home and 40% of the homes will meet the affordability standards of the City of Santa Fe for low and moderate-income households. The spine infrastructure includes the construction of a main thoroughfare and two community loop roads, water, sewer, and stormwater infrastructure, electric and dry utilities, and streetlighting.

CONTRACT NUMBER:

The FY26 Munis contract number is 3260265.

BACKGROUND AND SUMMARY:

Affordable Housing Trust Funds (AHTF) are generated from development activity (developer fees, pre-inclusionary housing agreements), payoffs of City-held liens, and land sales. In recent years, the Governing Body has committed $3,000,000 annually to the trust fund to respond to the urgent housing needs in Santa Fe. These funds are used for affordable housing projects and activities to benefit income-qualified households. Eligible housing activities are outlined in SFCC Chapter 26-3. Uses of funds are determined by the housing needs identified in the City's Five-Year Strategic Housing Plan and regulated by the NM Mortgage Finance Authority for compliance with the NM Affordable Housing Act. AHTF is used only for affordable housing, whether for capital costs or direct financial assistance to income qualified beneficiaries. Because AHTF funds are local revenue, criteria for how they are used can be more localized to better meet Santa Fe's unique needs.

The City of Santa Fe and the Office of Affordable Housing issued a Request for Proposals on July 10, 2025, Amendment 1 released on July 25, 2025, and Amendment 2 released on August 1,2025, to solicit proposals focused on supporting eligible costs associated with the acquisition, development, construction, renovation, conversion, financing, operation, or ownership of affordable housing—or related supporting infrastructure.

Funding is available to developers and sponsors of affordable housing, including partnerships, corporations, limited liability companies, joint ventures, public/private partnerships and non-profit organizations that are organized under state, local, or tribal laws and can provide proof of such organization. Eligible applicants must have proven financial capacity and organizational experience to carry out the activities described in the proposal submitted to receive an AHTF allocation.

An estimated balance of $3,675,000 in the AHTF is available. Applications were reviewed and funding recommendations were made by the City's Community Development Commission (CDC) at the CDC meetings on August 20, 2025, and on November 19, 2025. The following criteria was evaluated by the CDC to make funding recommendations:

Tier 1

No.	Rating Criteria	Point Values
1	Team Qualifications & Past Relevant Projects	20
2	Clarity, Logic, and Execution Strategy	20
3	Affordability Duration	10
4	Leverage	10
5	Investment Impact	15
6	Readiness & Feasibility	15
7	Resident Well-Being	10
4	Local Preference	3% or 6% of the total available points

Tier 2

No.	Rating Criteria	Point Values
1	Program Alignment	20
2	Organizational Capacity	20
3	Outcomes & Measurability	15
4	Equity & Accessibility	15
5	Investment Impact	10
6	Readiness to Proceed	10
7	Use of Funds	10
4	Local Preference	3% or 6% of the total available points*

Twelve applications were submitted for the AHTF funds. Twelve AHTF applications were deemed responsive and eligible for funding. Because the funding requests for AHTF far exceeded what was available, funding amounts were determined based on a variety of factors related to priority needs identified in the Five-Year Affordable Housing Strategic Plan. The Table below details all of the Community Development Commission's recommendations:

Applications Received			Awarded Projects		
Tier 2	St. Elizabeth	$ 250,000	Tier 2	St. Elizabeth	$ -
Tier 2	Life Link	$ 250,000	Tier 2	Life Link	$ -
Tier 1	SF Housing Authority	$ 2,000,000	Tier 1	SF Housing Authority	$ -
Tier 2	Youthworks	$ 225,000	Tier 2	Youthworks	$ -
Tier 2	SF Recovery	$ 106,580	Tier 2	SF Recovery	$ -
Tier 1	TWG Development 4%	$ 1,245,500	Tier 1	TWG Development 4%	$ 935,000.00
Tier 1	TWG Development 9%	$ 676,251	Tier 1	TWG Development 9%	$ 565,000.00
Tier 1	Interfaith - withdrew	Withdrawn	Tier 1	Interfaith - withdrew	$ -
Tier 2	Adelante	$ 64,200	Tier 2	Adelante	$ -
Tier1	SF Community Housing Trust	$ 900,000	Tier1	SF Community Housing Trust	$ 675,000.00
Tier 2	SF Community Housing Trust	$ 200,000	Tier 2	SF Community Housing Trust	$ -
Tier 1	Habitat for Humanity	$ 225,000	Tier 1	Habitat for Humanity	$ -
Tier 2	Habitat for Humanity	$ 125,000	Tier 2	Habitat for Humanity	$ -
Tier 1	Homewise	$ 2,000,000	Tier 1	Homewise	$ 1,500,000.00
Tier 2	Homewise	$ 1,000,000	Tier 2	Homewise	$ -
Tier 1	Sandoval Construction	$ 200,000	Tier 1	Sandoval Construction	$ -
	TOTAL	**$ 9,467,531**		**TOTAL**	**$ 3,675,000.00**

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: AHTF/240

Munis Org Name/Number: Affordable Housing Trust Fund/2400223

Munis Object Name/Number: Subsidy Payments/510500

Budget Officer / Designee: Andy Hopkins **Date:** 12/03/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-111, RFP 26006

HOMEWISE

Construction
$1,500,000 excluding GRT for the construction of spine infrastructure, to support the home construction of 1,500

owner-occupied homeownership units in Phase 3A of Tierra Contenta. These units will be priced below the median price for a home and 40% will meet the affordability standards of the City of Santa Fe for low and moderate-income households.

Chief Procurement Officer (CPO)/Designee: _____ **Date:** 12/03/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ **Yes |** ☑ **No**

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Treasury/Point of Sale Components included? ☐ **Yes |** ☑ **No**

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Vehicles included? ☐ **Yes |** ☑ **No**

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures included? ☐ **Yes |** ☑ **No**

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this an externally funded purchase? ☐ **Yes |** ☑ **No**

If yes, what is the issuing agency: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? ☐ **Yes |** ☑ **No**

Project Ledger Number: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

ATTACHMENTS:

Procurement document: RFP

Certificate of Liability Insurance (COI) (add City as an additional insured, project specifics, contact person, and primary project location)

Professional Services Contract

(b1) Purchasing_Memo_V7_4.21_.25_ Homewise - final

Final Audit Report 2025-12-02

Created:	2025-12-02
By:	Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAfBUSOdas3PAZVM2p0lVFKAvF9vjQ726c

"(b1) Purchasing_Memo_V7_4.21_.25_ Homewise - final" History

Document created by Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
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Signer fachavez@santafenm.gov entered name at signing as Faviola A. Chavez
2025-12-02 - 7:47:10 PM GMT- IP address: 63.232.20.2

Document e-signed by Faviola A. Chavez (fachavez@santafenm.gov)
Signature Date: 2025-12-02 - 7:47:12 PM GMT - Time Source: server- IP address: 63.232.20.2

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Signer ELISA MONTOYA (edmontoya1@santafenm.gov) entered name at signing as ELISA D. MONTOYA
2025-12-02 - 7:48:49 PM GMT- IP address: 63.232.20.2

Document e-signed by ELISA D. MONTOYA (edmontoya1@santafenm.gov)
Signature Date: 2025-12-02 - 7:48:51 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2025-12-02 - 7:48:51 PM GMT

Powered by Adobe Acrobat Sign

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

GB-Homewise-RFP26006

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and Homewise, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Contract is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, section 13-1-NMSA 1978, Section 13-1-111, RFP; and

WHEREAS, the Contractor is one of such requisite and qualifications and is willing to engage with the City for professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Contract; and

The City and the Contractor hereby agree as follows:

1. SCOPE OF WORK

Contractor shall utilize Affordable Housing Trust Funds ("AHTF") to provide the following affordable housing project for the City:

A. $1,500,000.00, excluding GRT for the construction of spine infrastructure, to support the home construction of 1,500 owner-occupied homeownership units in Phase 3A of Tierra Contenta. These units will be priced below the median price for a home and 40% will meet the affordability standards of the City of Santa Fe for low and moderate-income households.

B. The spine infrastructure includes the construction of a main thoroughfare and two community loop roads, water, sewer, and stormwater infrastructure, electric and dry utilities, and streetlighting.

Homewise will act as a project manager and will issue an RFP to select the subcontractor for the construction of the spine infrastructure.

C. Contractor will report to the City on a quarterly basis the use of funds. Contractor will provide accurate and thorough recordkeeping copies on file for monitoring to include through documentation regarding the use of funds. regarding the use of this funding for the construction of spine infrastructure.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor does hereby accept its designation as a professional service, rendering services related to GB-Homewise-RFP26006 for the City, as set forth in this Contract. The Contractor represents that Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under this Contract.

B. The Contractor agrees to obtain and maintain throughout the term of this Contract, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives, and subcontractors.

3. COMPENSATION

A. Payment. The City shall compensate the Contractor in full payment for services satisfactorily performed in the scope of work, $1,500,000. .The total compensation for the contract including GRT is $1,500,000.

B. The compensation represents a maximum amount. The Contractor must notify the City when the Services provided under this Contract approach 90% of compensation total. Services rendered beyond the maximum compensation amount will not be reimbursed unless the Contract is amended in writing prior to the provision of such services.

C. Invoicing and Payment Terms Payment will be made upon the City's acceptance of deliverables and receipt of a detailed, certified invoice from the Contractor. Payments will be sent to the Contractor's designated address. The City shall issue payment in accordance with the timelines required by law. Invoices must be submitted no later than fifteen (15) days after the Contract's termination. Late invoices will not be processed or paid.

D. Extended Payment Terms for Grant-Funded Contracts. For grant-funded agreements, the City may issue payment within forty-five (45) days following submission of an undisputed payment request.

4. TERM

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate one **(1) year from date of final signature** unless terminated pursuant to paragraph Termination and paragraph Appropriations. A contract for professional services may not exceed four years, including all extensions and renewals, except as otherwise provided by NMSA 1978, Sections 13-1-150 through 13-1-152 or SFCC 1987, Section 11-13.

5. TERMINATION

A. Grounds. The City may terminate this Contract for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. The Contractor may only terminate this Contract based upon the City's uncured, material breach of this Contract.

B. Notice; City Opportunity to Cure.

1. The City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Contract upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Contract may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Contract, the Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to Paragraph "Appropriations", of this Contract.

C. Liability. Except as otherwise expressly allowed or provided under this Contract, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Contract. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS CONTRACT.*

6. APPROPRIATIONS

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, this Contract shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

7. STATUS OF CONTRACTOR

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Contract. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

8. ASSIGNMENT

The Contractor shall not assign or transfer any interest in this Contract or assign any claims for money due or to become due under this Contract without the prior written approval of the City.

9. SUBCONTRACTING

No subcontract shall relieve the primary Contractor from its obligations and liabilities under this Contract, nor shall any subcontract obligate direct payment from the City.

10. RELEASE

Final payment of the amounts due under this Contract shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Contract.

11. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Contract shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

12. PRODUCT OF SERVICE - COPYRIGHT

All materials developed or acquired by the Contractor under this Contract shall become the property of the City and shall be delivered to the City no later than the termination date of this Contract. Nothing developed or produced, in whole or in part, by the Contractor under this Contract shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

13. CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract complies with all applicable provisions of the Governmental Conduct Act, NMSA 1978, Chapter 10, Article 16.

C. Contractor's representations and warranties in Paragraphs A and B of this Article are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of

this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

14. AMENDMENT

A. This Contract shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in "Term" herein, or to agree to the reduced funding.

15. ENTIRE AGREEMENT

This Contract, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Contract, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Contract, and the related Exhibits and Schedules, the statements in the body of this Contract shall control.

16. MERGER

This Contract incorporates all the Contracts, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written contract.

All terms and conditions of the **26006 - GB-Homewise-RFP26006** and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

No prior Contract or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

17. PENALTIES FOR VIOLATION OF LAW

NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

18. EQUAL OPPORTUNITY COMPLIANCE

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the

Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

19. APPLICABLE LAW

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-2. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

20. WORKERS' COMPENSATION

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Contract may be terminated by the City.

21. PROFESSIONAL LIABILITY INSURANCE

Contractor shall maintain professional liability insurance throughout the term of this Contract providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Contract.

22. OTHER INSURANCE

The Contractor shall furnish the City with proof of any other required insurance and of Contractor’s compliance with the provisions of this section as a condition prior to performing services under this Contract.

22.1. 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.

22.2. BROADER COVERAGE AND LIMITS

The insurance requirements under this Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor hereunder.

Contractor shall maintain the above insurance for the term of this Contract and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

23. RECORDS AND FINANCIAL AUDIT

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Contract's term and effect and retain them for a period of three (3) years from the date of final payment under this Contract. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments.

24. INDEMNIFICATION

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Contract, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Contract. If any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Contract is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

25. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et. seq., as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act.

26. INVALID TERM OR CONDITION

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected and shall be valid and enforceable.

27. ENFORCEMENT OF CONTRACT

A party's failure to require strict performance of any provision of this Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Contract shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

28. NOTICES

Any notice required to be given to either party by this Contract shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City: Chief Procurement Officer purchasing@santafenm.gov PO Box 909 Santa Fe, NM 87504-0909	Affordable Housing Project Administrator 123 E Marcy Street, Ste 205 Santa Fe, NM 87501 rlcatanach@santafenm.gov (505) 955-6421	**To the Contractor:** Homewise 1301 Siler Road Santa Fe, NM 87501 Jgilligan@homewise.org 5059839473

29. AUTHORITY

If Contractor is other than a natural person, the individual(s) signing this Contract on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter a binding contract.

30. NON-COLLUSION

In signing this Contract, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City's Chief Procurement Officer.

31. DEFAULT/BREACH

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages, and the City may also seek all other remedies under the terms of this Contract and under law or equity.

32. EQUITABLE REMEDIES

The Contractor acknowledges that its failure to comply with any provision of this Contract will cause the City irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The City's rights to obtain equitable relief pursuant to this Contract shall be in addition to, and not in lieu of, any other remedy that the City may have under applicable law, including, but not limited to, monetary damages.

33. DEFAULT AND FORCE MAJEURE

The City reserves the right to cancel all, or any part of any orders placed under this 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 subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery

scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Contract.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE - APPROVAL

SIGNATURE

Alan M. Webber
FULL NAME

Mayor
TITLE

DATE SIGNED

HOMEWISE

Michael Loftin (Dec 1, 2025 14:50:10 MST)
SIGNATURE

Michael Loftin
FULL NAME

CEO
TITLE

Dec 1, 2025
DATE SIGNED

85-034632
NMBTIN#

ATTEST

SIGNATURE

Andrea Salazar
FULL NAME

City Clerk
TITLE

DATE SIGNED

Approved to form and legal sufficiency by:

Sarah Piltch
Sarah Piltch (Dec 1, 2025 15:45:11 MST)
SIGNATURE

Sarah Piltch
FULL NAME

Assistant City Attorney
TITLE

Dec 1, 2025
DATE SIGNED

APPROVED FOR FINANCES

Emily K. Oster

SIGNATURE

Emily Oster

FULL NAME

Finance Director

TITLE

12/03/2025

DATE SIGNED

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/2/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0757776 HUB International Insurance Services (SOW) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505	CONTACT NAME: PHONE (A/C, No, Ext): (505) 982-4296 FAX (A/C, No): (866) 621-0427 E-MAIL ADDRESS: julia.bland@hubinternational.com
INSURED Homewise Inc 1301 Siler Rd Building D Santa Fe, NM 87507	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Central Mutual Insurance Company — 20230 INSURER B : New Mexico Premier Insurance Company — 13675 INSURER C : Evanston Insurance Company — 35378 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **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						EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR	X		CLP8361218	5/23/2025	5/23/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS			CLP8361218	5/23/2025	5/23/2026	BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB [X] OCCUR						EACH OCCURRENCE	$ 2,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE			CXS9657964	5/23/2025	5/23/2026	AGGREGATE	$ 2,000,000
	[ ] DED [X] RETENTION $ 0							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						[X] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N]	N/A		5950133	12/3/2025	12/3/2026	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	FF Excess Liability			MKLV7EUE101949	5/23/2025	5/23/2026	Each Occurrence	3,000,000
C	FF Excess Liability			MKLV7EUE101949	5/23/2025	5/23/2026	Aggregate	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

*ADD'L COVERAGE: Employee Dishonesty - Policy #CLP8361218 - Limit: $250,000/Deductible: $2,500

**PROFESSIONAL LIABILITY COVERAGE - Policy #MPL001192-1025 - Eff: 10/23/2025 - 10/23/2026 - Underwriter's at Lloyd's London - $1,000,000 Each Claim Limit; $1,000,000 All Claims Aggregate - Deductible: $10,000 Each Claim

***DIRECTORS & OFFICERS LIABILITY COVERAGE: Policy #DOL3664426 - Eff: 10/1/2025 - 10/1/2026 - Great American Insurance Company - $5,000,000 Each Claim Limit; $5,000,000 All Claims Aggregate

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of Santa Fe
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: HOMEINC-05 JBLAND

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	License # 0757776	NAMED INSURED
HUB International Insurance Services (SOW)		Homewise Inc 1301 Siler Rd Building D Santa Fe, NM 87507
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
****OUT-OF-STATE WORKER'S COMPENSATION - Policy #WC563923804 - Eff: 12/3/2025 - 12/3/2026 - American Guarantee & Liability Insurance Company - $1,000,000 E.L. Each Accident; $1,000,000 E.L. Disease - Each Employee; $1,000,000 E.L Disease - Policy Limit

*****CYBER LIABILITY - Policy #C4MQ8236992CYBER2025 - Eff: 10/4/2025 - 10/4/2026 - Arch Specialty Insurance Company - $2,000,000 Each Claim Limit; $2,000,000 Aggregate Limit

Where required by written contract or agreement, City of Santa Fe is included as additional insured with respects to general liability.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HOME BUILDERS PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This endorsement amends the policy by adding the following; please read each section carefully.

ADDITIONAL INSURED - OWNERS, LESSEES, OR CONTRACTORS - AUTOMATIC STATUS
ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES - AUTOMATIC STATUS
ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT – AUTOMATIC STATUS
ADDITIONAL INSURED - VENDORS - AUTOMATIC STATUS
AGGREGATE LIMITS OF INSURANCE
EMPLOYEE BENEFITS LIABILITY COVERAGE
FIRE, SPRINKLER LEAKAGE OR EXPLOSION
HOME BUILDERS AMENDMENTS
INCLUDE DIRECTORS OR TRUSTEES ON COMMITTEES AS EMPLOYEES
LIMITED FUNGI OR BACTERIA, SILICA OR SILICA-RELATED DUST AND EXTERIOR INSULATION AND FINISH SYSTEMS
NEWLY FORMED OR ACQUIRED ORGANIZATIONS
NON-OWNED WATERCRAFT AND NON-OWNED AIRCRAFT LIABILITY
NOTICE OF OCCURRENCE, KNOWLEDGE OF OCCURRENCE, UNINTENTIONAL OMISSION
POLLUTION COVERAGE FOR UPSET OF MOBILE EQUIPMENT
REASONABLE FORCE EXPANSION - PROPERTY DAMAGE
SUPPLEMENTARY PAYMENTS - HIGHER LIMITS
VOLUNTARY PROPERTY DAMAGE
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US
ADDITIONAL COMMERCIAL GENERAL LIABILITY CONDITIONS
LOST KEY COVERAGE

A. Additional Insured - Owners, Lessees, or Contractors - Automatic Status (not applicable to Employee Benefits Liability Coverage)

1. Section **II** - Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy and any other person or organization you are required to add as an additional insured under the contract or agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your acts or omissions; or

b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

Except as provided for in the exception to **2.b.** below, a person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

However, the insurance afforded to such additional insured described above:

a. only applies to the extent permitted by law; and

b. will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

a. "Bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or failure to render, any professional architectural, engineering or surveying services.

b. "Bodily injury" or "property damage" occurring after:

1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

However, exclusion **b.** does not apply when in conflict with the requirements of a written contract or agreement.

3. The most we will pay on behalf of the additional insured is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

B. Additional Insured - Managers or Lessors of Premises - Automatic Status (not applicable to Employee Benefits Liability Coverage)

1. Section **II** - Who Is An Insured is amended to include as an insured any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

a. Any "occurrence" which takes place after you cease to be a tenant in that premises.

b. Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured.

However, the insurance afforded to such additional insured described above:

a. only applies to the extent permitted by law; and

b. will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. The most we will pay on behalf of the additional insured is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

C. Additional Insured – Lessor of Leased Equipment – Automatic Status (not applicable to Employee Benefits Liability Coverage)

1. Section **II –** Who Is An Insured is amended to include as an additional insured any person or organization from whom you lease equipment when you and such a person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

However, the insurance afforded to such additional insured described above:

a. only applies to the extent permitted by law; and

b. will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

2. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

3. The most we will pay on behalf of the additional insured is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

D. Additional Insured - Vendors - Automatic Status (not applicable to Employee Benefits Liability Coverage)

1. Section **II** - Who Is An Insured is amended to include as an insured any person or organization (referred to below as vendor) when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule, Declarations or Change Endorsement which are distributed or sold in the regular course of the vendor's business.

However, the insurance afforded to such additional insured described above:

a. only applies to the extent permitted by law; and

b. will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

b. An express warranty unauthorized by you;

c. Any physical or chemical change in the product made intentionally by the vendor;

d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

1) The exceptions contained in Sub-paragraphs **d.** or **f.**; or

2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

3. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

4. The most we will pay on behalf of the vendor is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

E. Aggregate Limits Of Insurance (not applicable to Employee Benefits Liability Coverage)

The General Aggregate Limit under SECTION III - LIMITS OF INSURANCE, Paragraph **2**. applies separately to each of your "location(s)" owned by or rented to you or "project(s)" away from "location(s)" owned by or rented to you.

"Location" and/or "project" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

F. Employee Benefits Liability Coverage

The following is added to SECTION I - COVERAGES:

EMPLOYEE BENEFITS LIABILITY COVERAGE

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any "claim" or "suit" that may result. But:

1) The amount we will pay for damages is limited as described in SECTION **III** LIMITS OF INSURANCE for Employee Benefits Liability Coverage and

2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to damages only if:

1) The act, error or omission is negligently committed in the "administration" of your "employee benefit program";

2) The act, error or omission is caused by an "occurrence" that takes place in the "coverage territory"; and

3) The act, error or omission occurs during the policy period.

2. Exclusions

This insurance does not apply to:

a. Dishonesty, Fraud Or Criminal Act

Damages arising out of any dishonest, fraudulent, criminal or malicious act or omission, committed by any insured, including the willful or reckless violation of any statute.

b. Bodily Injury, Property Damage, Or Personal And Advertising Injury

"Bodily injury," "property damage" or "personal and advertising injury."

c. Failure To Perform A Contract

Damages arising out of failure of performance of contract by any insurer.

d. Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program."

e. Inadequacy Of Performance Of Investment/Advice Given To Participate

Any "claim" or "suit" based upon:

1) Failure of any investment to perform;

2) Errors in providing information on past performance of investment vehicles; or

3) Advice given to any person to participate or not to participate in any plan included in the "employee benefit program."

f. Workers Compensation And Similar Laws

Damages arising out of any "claim" related to any workers compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

g. ERISA

Damages for which the insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or any similar federal, state or local laws.

h. Available Benefits

Any "claim" for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

i. Taxes, Fines Or Penalties

1) Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law; or

2) Loss or damages arising out of the imposition of such taxes, fines or penalties.

j. Employment-Related Practices

Damages arising out of wrongful termination of employment, discrimination, or other employment-related practices.

3. Supplementary Payments - Coverages A and B

For the purposes of the coverage provided by Employee Benefits Liability Coverage, the SUPPLEMENTARY PAYMENTS - COVERAGES **A** AND **B** apply except for Paragraphs **1.b.** and **2.**

SECTION II - WHO IS AN INSURED, Paragraphs **2.** and **3.** are replaced by the following for Employee Benefits Liability Coverage:

2. Each of the following is also an insured:

a. Each of your "employees" who is or was authorized to administer your "employee benefit program."

b. Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.

c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Endorsement.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

b. Coverage under this provision does not apply to any act, error or omission that occurred before you acquired or formed the organization.

SECTION III - LIMITS OF INSURANCE is replaced by the following for the Employee Benefits Liability Coverage:

1) The Limits of Insurance shown below and the rules below fix the most we will pay regardless of the number of:

a) Insureds;

b) "Claims" made or "suits" brought;

c) Persons or organizations making "claims" or bringing "suits";

d) Acts, error or omissions which result in loss; or

e) Benefits included in your "employee benefit program."

2) **$2,000,000** is the most we will pay for all damages because of acts, errors or omissions committed in the "administration" of your "employee benefit program."

3) Subject to the above Limit, **$1,000,000** is the most we will pay for all damages sustained by any one "employee," including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

a) An act, error or omission; or

b) A series of acts, errors or omissions

negligently committed in the "administration" of your "employee benefit program."

However, the amount paid under this endorsement shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program."

The Limits of Insurance of this endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations of the policy to which this endorsement is attached, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance.

4. Deductible

a. Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of **$1,000.** The limits of insurance shall not be reduced by the amount of this deductible.

b. The deductible amount applies to all damages sustained by any one "employee," including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.

c. The terms of this insurance, including those with respect to:

1) Our right and duty to defend any "suits" seeking those damages; and

2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, "claim" or "suit" apply irrespective of the application of the deductible amount.

d. We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

SECTION IV - CONDITIONS, Paragraphs **2.** and **4.** are replaced by the following for the Employee Benefits Liability Coverage:

2. Duties In The Event Of An Act, Error Or Omission, "Claim" Or "Suit"

a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a "claim." To the extent possible, notice should include:

1) What the act, error or omission was and when it occurred; and

2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

b. If a "claim" is made or "suit" is brought against any insured, you must:

1) Immediately record the specifics of the "claims" or "suit" and the date received; and

2) Notify us as soon as practicable.

You must see to it that we receive written notice of the "claim" or "suit" as soon as practicable.

c. You and any other involved insured must:

1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";

2) Authorize us to obtain records and other information;

3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and

4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

d. No insured will, except at the insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this endorsement, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

Any other primary insurance available to you covering acts, errors or omissions for which you have been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit." If no other insurer defends, we may undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

1) The total amount that all such other insurance would pay for the loss in absence of this insurance; and

2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.
If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limits of insurance of all insurers.

SECTION V - DEFINITIONS is amended by adding the following definitions for Employee Benefits Liability Coverage:

1. "Administration" means:

a. Providing information to "employees," including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";

b. Handling records in connection with the "employee benefit program"; or

c. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program."

However, "administration" does not include handling payroll deductions.

2. "Cafeteria plans" means plans authorized by the applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.

3. "Claim" means any demand, or "suit," made by an "employee" or an "employee's" dependents and beneficiaries, for damages as the result of an act, error or omission.

4. "Employee benefit program" means a program providing some or all of the following benefits to "employees," whether provided through a "cafeteria plan" or otherwise.

a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;

b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible for such benefits;

c. Unemployment insurance, social security benefits, workers compensation and disability benefits;

d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

SECTION V - DEFINITIONS - the definition of “employee” and “suit” is replaced for Employee Benefits Liability Coverage by the following:

“Employee” means a person actively employed, formerly employed, on leave of absence or disabled, or retired. “Employee” includes a “leased worker.” “Employee” does not include a “temporary worker.”

“Suit” means a civil proceeding in which damages because of an act, error or omission to which this insurance applies are alleged. “Suit” includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

G. Fire, Sprinkler Leakage Or Explosion

1. The word “fire” is changed to “fire, sprinkler leakage or explosion” where it appears in:

a. The Limits of Insurance section of the Declaration:

b. Paragraph **6.** of SECTION III - LIMITS OF INSURANCE; and

c. Paragraph **4.b.** of the OTHER INSURANCE condition;

2. Section **9.a**. under SECTION V. - DEFINITIONS is amended to read: a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, sprinkler leakage or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is not an insured contract.

3. The last paragraph of SECTION I - COVERAGE A (after the exclusions) is replaced by the following: Exclusions **c**. through **n**. do not apply to damage by fire, sprinkler leakage or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in SECTION III - LIMITS OF INSURANCE.

But the Limit of Insurance shown in the Declaration will apply to all damage proximately caused by the same event. Whether such damage results from fire, sprinkler leakage or explosion or any combination of the three.

4. The Damage to Premises Rented To You Limit in Paragraph **6.** of SECTION III - LIMITS OF INSURANCE, is replaced by a new Fire, Sprinkler Leakage or Explosion Limit, which will be subject to all of the terms of SECTION III - LIMITS OF INSURANCE. The new Fire, Sprinkler Leakage or Explosion Limit is **$300,000** unless a higher limit is shown on the Declarations or Change Endorsement.

H. Home Builders Amendments

SECTION I - COVERAGES, Coverage A, Exclusion **j.** Damage to Property, is replaced with the following:

“Property damage” to:

1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another’s property;

2) Premises you give away or abandon, if the “property damage” arises out of any part of those premises;

3) Property loaned to you;

4) Personal property in the care, custody or control of the insured;

5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the “property damage” arises out of those operations; or

6) Property that you rent or hold for rental which must be restored, repaired, or replaced because of “your work”.

Paragraph **(1)** of this exclusion does not apply to property you rent or occupy if that property is "your work" and not owned by you.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to “property damage” (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage to Premises Rented to You as described in SECTION III - LIMITS OF INSURANCE.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to “property damage” included in the “products-completed operations hazard”.

SECTION I - COVERAGES, Coverage A, Exclusion **l**. Damage to Your Work, is replaced with the following:

1. Damage to Your Work

“Property damage” to “your work” arising out of it or any part of it and included in the "products-completed operations hazard.”

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

This exclusion only applies to that particular part of “your work” that causes the “property damage.”

I. Include Directors Or Trustees On Committees As Employees (not applicable to Employee BenefitsLiability Coverage)

SECTION V - DEFINITIONS is amended by the addition of the following to definition **5.**:

“Employee” also includes any of your directors or trustees acting as a member of any of your elected or appointed committees to perform on your behalf specific, as distinguished from general, directorial acts.

J. Limited Fungi Or Bacteria, Silica Or Silica-Related Dust And Exterior Insulation And Finish Systems Coverage:

1. Coverage provided by this insurance for “bodily injury” or “property damage,” arising out of a “fungi” or bacteria, “silica” or “silica-related dust” or an “exterior insulation and finish system” incident, is subject to a **$100,000** Aggregate Limit as described in Paragraph 2. of this section. This provision 1. does not apply to any “fungi” or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

2. The following are added to SECTION III - LIMITS OF INSURANCE:

A. Subject to Paragraphs **2**. and **3**. of SECTION III - LIMITS OF INSURANCE, as applicable, the Fungi or Bacteria, Silica or Silica-Related Dust, and Exterior Insulation and Finish Systems Liability Aggregate Limit is the most we will pay under Coverage A for all “bodily injury” or “property damage” and Coverage **C**. for Medical Payments arising out of one or more “fungi” or bacteria, “silica” or “silica-related dust” or “exterior insulation and finish system” incidents. This provision **B.1**. does not apply to any “fungi” or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

B. Paragraph **5.**, the Each Occurrence Limit, Paragraph **6.**, the Damage To Premises Rented To You Limit, and Paragraph **7.**, the Medical Expense Limit, of SECTION III - LIMITS OF INSURANCE continue to apply to “bodily injury” or “property damage” arising out of a “fungi” or bacteria, “silica” or “silica-related dust” or an “exterior insulation and finish system incident” but only if, and to the extent that, limits are available under the Fungi or Bacteria, Silica or Silica-Related Dust and Exterior Insulation and Finish Systems Liability Aggregate Limit.

3. The following exclusion is added to Paragraph **2.**, Exclusions of SECTION I - COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY:

2. Exclusions

This insurance does not apply to:

a. “Personal and Advertising Injury” arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, “silica” or “silica-related dust.”

b. “Personal and Advertising Injury” arising out of a “fungi or bacteria incident.”

c. “Personal and Advertising Injury” arising out of, caused by, or attributed to, whether in whole or in part, the following:

1) The design, manufacture, construction, fabrication, preparation, distribution and sale, installation, application, maintenance or repair, including remodeling, service, correction or replacement, of any "exterior insulation and finish system" or any part thereof, or any substantially similar system or any part thereof, including the application or use of conditioners, primers, accessories, flashings, coatings, caulking or sealants in connection with such a system; or

2) "Your product" or "your work" with respect to any exterior component, fixture or feature of any structure if an "exterior insulation and finish system," or any substantially similar system, is used on the part of that structure containing that component, fixture or feature.

d. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of "fungi" or bacteria, "silica" or "silica-related dust," or "exterior insulation and finish system" by any insured or by any other person or entity.

4. The following definitions are added to the Definitions Section:

a. "Exterior insulation and finish system" means a non-load bearing exterior cladding or finish system, and all component parts therein, used on any part of any structure, and consisting of:

1) A rigid or semi-rigid insulation board made of expanded polystyrene and other materials;

2) The adhesive and/or mechanical fasteners used to attach the insulation board to the substrate;

3) A reinforced or unreinforced base coat;

4) A finish coat providing surface texture to which color may be added; and

5) Any flashing, caulking or sealant used with the system for any purpose.

b. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

c. "Fungi or bacteria incident" means an incident which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

d. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.

e. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

K. Newly Formed Or Acquired Organizations (not applicable to Employee Benefits Liability Coverage)

SECTION II - WHO IS AN INSURED is amended to include any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

1. Coverage under this provision is afforded only until 180 days after you acquire or form the organization or the end of the policy period, whichever is earlier.

2. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

3. Coverage B does not apply to "personal injury and advertising injury" arising out of an offense committed before you acquired or formed the organization.

L. Non-Owned Watercraft And Non-Owned Aircraft Liability

SECTION I - COVERAGE A, exclusion **2.g**. is replaced by the following:

g. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading." This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

1) A watercraft while ashore on premises you own or rent;

2) A watercraft you do not own that is:

a) Less than 60 feet long; and

b) Not being used to carry persons or property for a charge;

3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

5) "Bodily injury" or "property damage" arising out of:

a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

b) The operation of any of the machinery or equipment listed in paragraph f.2) or f.3) of the definition of "mobile equipment."

6) An aircraft you do not own provided it is not operated by any insured.

M. Notice Of Occurrence, Knowledge Of Occurrence, Unintentional Omission

The following is added to SECTION IV. - COMMERCIAL GENERAL LIABILITY, CONDITION 2, DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT:

e. Notice of Accident/Occurrence

When you report to your Workers Compensation carrier the occurrence of any accident which later develops into a liability claim covered under this policy, failure to report the accident to us at the time of occurrence is not in violation of the Conditions of this policy. However, as soon as you are definitely made aware of the fact that the particular accident is a liability claim rather than a Workers Compensation claim prompt notification must be given to us.

f. Unintentional Errors and Omissions

The insurance afforded by this policy is not invalidated by any unintentional errors, omissions or improper description of premises or your unintentional failure to disclose all hazards existing at inception date of the policy.

g. Knowledge of Accident/Occurrence

Knowledge of an accident/occurrence by your agent, servant or employee is not knowledge by you unless an executive officer of your Corporation received such notice from its agent, servant or employee.

N. Pollution Coverage For Upset Of Mobile Equipment

The Insuring Agreement for "property damage" liability with respect to your operations is extended as follows:

1. We will pay those sums which you become legally obligated to pay for "property damage" caused directly by immediate, abrupt and accidental upset, overturn or collision of your "mobile equipment" while transporting "pollutants" which are intended for and normally used in your operations. The operations must be in compliance with local, state, and federal ordinances and laws.

2. EXCLUSIONS

a. With regard only to the coverage provided by this extension L., SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, **2**. Exclusions, **f.** is deleted and replaced by the following for this extension only:

f. Pollution

Any loss, cost or expense arising out of any:

1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants."

3) Premises, site or location which is or was at any time owned, rented or loaned to any insured.

O. Reasonable Force Expansion - Property Damage

Exclusion **2.a**. of SECTION I - Coverage A is replaced with the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

P. Supplementary Payments - Higher Limits

Under SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:

Paragraph **1.b.** is replaced by the following:

Up to **$2,000** for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

Paragraph **1.d.** is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to **$400** a day because of time off from work.

Q. Voluntary Property Damage

1. We will pay, at your request, for loss due to "Property Damage" to property of others caused by you, or while in your possession, arising out of your business operations.

2. "Loss" means unintentional damage or destruction but does not include disappearance, theft, or loss of use.

3. Limits of Insurance - The most we will pay for "loss" under the Voluntary Property Damage is **$2,500** for each "occurrence." The most we will pay for the sum of all damages because of "Property Damage" is an annual policy aggregate limit of **$25,000.**

4. Deductible - We will not pay for "loss" in any one "occurrence" until the amount of "loss" exceeds **$250.**

We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

5. The insurance under the Voluntary Property Damage shall not apply:

a. To "loss" of property at premises owned, rented, leased, operated, or used by you;

b. To "loss" of property while in transit;

c. To "loss" of property owned by, rented to, leased to, borrowed by or used by you;

d. To the cost of repairing or replacing (1) any work defectively or incorrectly done, (2) any product manufactured, sold or supplied by you, unless the "Property Damage" is caused directly by you after delivery of the product or completion of the work and resulting from a subsequent undertaking;

e. To "loss" of property included within the "Products/Completed Operations Hazard";

f. To "loss" of property which is an "auto" or "mobile equipment."

g. To "loss" of property caused by "pollutants."

6. In the event of "loss" covered by this endorsement, you shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

R. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US, SECTION **IV** CONDITION **8.**, is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we

make for injury or damage arising out of your ongoing operations or “your work” done under a contract with that person or organization and included in the “products-completed operations hazard.” This waiver applies only to the person or organization which, before the loss, you have agreed in writing to waive your right of recovery.

S. Additional Commercial General Liability Conditions

1. Other Insurance

The following is added to SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Item **4.** OTHER INSURANCE:

When this Home Builders Plus endorsement provides coverage and such coverage is also provided by any other provision of this policy:

a. There shall be no duplication of the Limits of Insurance.

b. Any loss payment made under such other provisions shall reduce by such loss payments the Limits of Insurance available under the Home Builders Plus endorsement.

2. Liberalization

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended by addinng LIBERALIZATION

If we adopt a change in our Commercial General Liability Coverage forms or rules that would broaden the coverage without extra charge, the broader coverage will apply to this Endorsement. It will apply when the change becomes effective in your state.

T. Lost Key Coverage

1. SECTION I - COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

Exclusion **2.j.4)** Personal property in the care, custody or control of the insured is amended to add:

However, coverage for property of others in the care, custody or control of the insured is provided forthe loss of keys which are in the possession of the insured or his “employees” subject to the following additional provisions:

a. The insurance afforded with respect to Lost Key Coverage shall not apply to “property damage” caused by misappropriation, secretion, conversion, infidelity or any dishonest act on the part of any insured or his employees or agents;

b. Our liability for all damages because of “property damage” to which this coverage applies shall be limited to the actual cost of keys, adjustment of locks to accept new keys or, if required, new locks including cost of their installation. Subject to such limitation, our total liability for all damages as the result of any one occurrence shall not exceed $25,000. Each claim is subject to a $250 deductible.

2. SECTION II - WHO IS AN INSURED

The following is added to item **2.a.2)b):**

However, coverage is provided for the loss of keys which are in the possession of the insured or his “employees,” subject to the following additional provisions:

a. The insurance afforded with respect to Lost Key Coverage shall not apply to “property damage” caused by misappropriation, secretion, conversion, infidelity or any dishonest act on the part of any insured or his “employees” or agents;

b. Our liability for all damages because of “property damage” to which this coverage applies shall be limited to the actual cost of keys, adjustment of locks to accept new keys or, if required, new locks including cost of their installation. Subject to such limitation, our total liability for all damages as the result of any one occurrence shall not exceed $25,000. Each claim is subject to a $250 deductible.

CITY OF SANTA FE

Memorandum

Date: November 4, 2025

To: Governing Body, Public Works and Utilities Committee, Finance Committee

From: Sidney Snyder, Santa Fe Park Ranger Supervisor

Via: Melissa McDonald, Parks and Open Spaces Division Director
Sam Burnett, Interim Public Works Department Director

RE: New Mexico Department of Transportation Que Linda Beautification Program Grant Agreement

---

EXECUTIVE SUMMARY:

The Resolution accepts a Grant Agreement, administered by the New Mexico Department of Transportation ("NMDOT") under the Que Linda Beautification Program, to control and remove little from the roads, highways, trails, and open space in Santa Fe. The grant amount is ninety thousand dollars ($90,000). All allocated funds must be spent by June 30, 2026.

BACKGROUND:

The purpose of the Que Linda Beautification Program is to control litter throughout New Mexico, Under the authority delegated to the NMDOT by the "Clean Highway Act", NMSA 1978, Sections 67-15-1 to -4.

The State of New Mexico first awarded this grant to the City last year to initiate the implementation of an ongoing program to reduce litter and beautify Santa Fe. The scope of work funded by this agency grant includes development and implementation of community outreach, partnerships with local nonprofits, and program management by existing staff.

ATTACHMENTS:

Resolution
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Mayor Alan Webber

Councilor Jamie Cassutt

A RESOLUTION

ACCEPTING A GRANT FROM THE QUE LINDA BEAUTIFICATION PROGRAM ADMINISTERED BY THE NEW MEXICO DEPARTMENT OF TRANSPORTATION; ENTERING INTO A GRANT AGREEMENT FOR A TOTAL AMOUNT OF $90,000.00, TERM ENDING JUNE 30, 2026; IDENTIFYING THE CITY MANAGER OR CITY MANAGER'S DESIGNEE AS THE SIGNATORY FOR THE AGREEMENT.

WHEREAS, the City of Santa Fe ("City") and the New Mexico Department of Transportation ("NMDOT") wish to enter into a grant agreement ("Agreement"), in the total amount of ninety thousand dollars $90,000.00, term ending June 30, 2026, under the "Que Linda Beautification Program" ("Program"), attached and incorporated as Exhibit A, the purpose of which is to control and remove litter from the roads and highways in Santa Fe; and

WHEREAS, costs that exceed the ninety thousand dollars ($90,000) are not covered in the Agreement; and

WHEREAS, the purpose of the Agreement is to partially fund "a permanent and continuous program to control and remove litter from the roads and highways of New Mexico to

the maximum extent possible"; and

WHEREAS, Section 3 of the Agreement states that the City must "adopt a written resolution of Program supports that includes a commitment to funding, ownership, liability, and maintenance".

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Agreement, for a total amount of $90,000, and with a term ending June 30, 2026, included as Exhibit A, is hereby approved.

BE IT FURTHER RESOLVED that the City Manger or the City Manager's designee is authorized to sign the agreement.

BE IT FURTHER RESOLVED that all allocated funds must be spent by June 30, 2026, and the City incorporates all agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into the written agreement.

BE IT FURTHER RESOLVED that the City is responsible for the Agreement; assumes the lead role in execution of the Agreement; agrees to the terms, conditions, and certification and reporting requirements of the Agreement; and assumes ownership, liability, and maintenance responsibility for all amenities related to the completion of the work described in the Agreement.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:

Erin McSherry

Erin McSherry (Nov 7, 2025 09:31:59 MST)

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2025/Resolutions/NMDOT Que Linda Grant Agreement

Exhibit A

Contract Number: _____
Vendor No.:.....
Project No.: _____
Control No: _____

NEW MEXCIO DEPARTMENT OF TRANSPORTATION
QUE LINDA BEAUTIFICATION PROGRAM
GRANT AGREEMENT

This Agreement is between the New Mexico Department of Transportation (Department) and City of Santa Fe (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.

RECITALS

WHEREAS, the purpose of the Que Linda Beautification Program (Program) is to accomplish litter control throughout New Mexico, under the authority delegated to the Department by the "Clean Highways Act," NMSA 1978, Section 67-15-1 to -4 (Act) to conduct a permanent and continuous program to control and remove litter from the roads and highways of New Mexico to the maximum extent possible;

WHEREAS, the Department was appropriated funding through the General Appropriation Act, Laws 2024, Chapter 64, Section 11, for roadway beautification and litter control, of which a portion is being used for the purposes of carrying out the provisions of the Act; and

WHEREAS, the Act provides that the Department may enter into agreements and provide a Program for the purposes of carrying out the provisions of the Act.

AGREEMENT

Now, therefore, the Parties agree as follows:

1. Program Funding.

a. The Department hereby awards $90,000 to partially fund the Budget (Appendix A) with the purpose of conducting a permanent and continuous program to control and remove litter from the roads, highways and open space of New Mexico to the maximum extent possible.
b. The Grantee is responsible for all costs that exceed Program funding.
c. All allocated funds must be spent by June 30, 2026.
d. All allocated funds are eligible to be reallocated pursuant to Section 19.
e. The Grantee must repay Program funding to the Department if:
    1. The Program is cancelled or partially performed.
    2. A final audit conducted by the Department determines the following:
        i. an overpayment,
        ii. unexpended funds, or
        iii. ineligible expenses.

2. The Department:

a. Shall distribute the funds, identified in Section l(a), in a lump sum to the Grantee after:

1. The Department has received this Agreement fully executed with a Resolution of Sponsorship.

b. May perform Program monitoring that might consist of the following:

1. Conduct a review of the Grantee's performance and administration of the Program funds identified in Section l(a).
2. Conduct a review of subcontracts for administration of the Program funds.

3. The Grantee Shall:

a. Perform and participate in the Program by accomplishing the following:

1. Participating in 3 technical assistance meetings with the Que Linda Director for the development of a local beautification program plan;
2. Creating and adopting a formal local beautification program plan;
3. Hosting a minimum of 3 events in alignment with the 11 strategies of the Que Linda Program (Appendix D); and
4. Completing a minimum of 2 contracts in alignment with the 11 strategies of the Que Linda Program (Appendix D).

b. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.

c. Adopt a written resolution of Program support that includes a commitment to funding, ownership, liability and maintenance.

d. Comply with any and all state, local and federal regulations including the Americans with Disabilities Act (ADA) and laws regarding noise ordinances, air quality, surface water quality, ground water quality, threatened and endangered species, hazardous materials, historic and cultural properties, and cultural resources.

e. Meet with the Department, as needed, or provide Program status reports within 30 days of request.

f. Acknowledge that the Department reserves the right to unilaterally adjust, modify, or cancel any and all funding identified in Section l(a) in order to ensure the expenditure of all funds.

g. Agree and acknowledge Program funds shall not be used for purposes other than those outlined and specified in Appendix A.

h. Comply with Department mandatory reporting requirements:

1. The Grantee shall submit an annual report on the progress of activities during the funding period.
2. The Grantee must participate in a minimum of 75% (3 out of 4) of the Que Linda statewide cohort meetings.

i. Agree that Program funds must be expended on or before June 30, 2026.

4. Both Parties Agree:

a. The inability to properly complete and administer the Program may result in the Grantee being

denied future Program funding.

b. The Department will not pay for any expenses incurred prior to the Parties signing the Agreement, after termination of the Agreement, or in excess of the amount of the Program funding noted in Section l(a).

5. Term.

This Agreement becomes effective upon signature of the Parties. The effective date is the date when the last party signed the Agreement on the signature page blow. This Agreement tenninates at 11:59:59 p.m. on June 30, 2026, unless terminated earlier as provided under this Agreement.

6. Termination.

The Department may tenninate this Agreement for any reason, by giving the Grantee 30 days written notice. On receipt of written notice from the Department, the Grantee shall suspend all Program activities unless otherwise directed by the Department in writing. The Parties acknowledge that termination will not nullify obligations incurred prior to the date of the written notice requiring termination. Neither Party has any obligations after termination, except as stated in Section l(e) and 15.

7. **Notices.**

For a notice under this Agreement to be valid, it must be in writing; be delivered by hand, registered or certified mail return receipt requested and postage prepaid, fax or e-mail; and be addressed as follows:

To the Department:

Amy Whitfield, Special Director
New Mexico Department of Transportation
P.O. Box 1149
Santa Fe, NM 87504-1149
Phone: 505-309-1066
Email: Amy.Whitfield@dot.nm.gov

To the Grantee:

Mark Scott, City Manager

200 Lincoln Ave
Santa Fe, NM 87501
Phone:
Email:

8. Third Party Beneficiary.

It is not intended by any of the provisions of any part of this Agreement to create in the public or any member of the public a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

9. New Mexico Tort Claims Act.

As between the Department and Public Entity, 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 this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1 to -27.

10. Scope of Agreement.
This Agreement constitutes the entire understanding between the Parties with respect to the subject matter of the Agreement and supersedes all other Agreements, whether written or oral, between the parties, except that this Agreement does not supersede the Grantee's rights under any other grant Agreement.

11. Terms of this Agreement.
The terms of this Agreement are lawful; performance of all duties and obligations must conform with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

12. Legal Compliance.
The Grantee shall comply with all applicable federal, state, and local laws, regulations and Department policies in the performance of this Agreement, including, but not limited to laws governing civil right, equal opportunity compliance, environmental issue, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Grantee shall include the requirements of this Section 12 in each contract and subcontract at all tiers.

13. Equal Opportunity Compliance.
The Parties agree to abide by all federal and state laws and rules and regulations, and executive orders, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the parties are found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies.

14. Appropriations and Authorizations.
The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Grantee, and the Legislature of New Mexico for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Grantee and the Legislature, this Agreement will terminate upon written notice being given by one Party to the other. The Department and Grantee are expressly not committed to expenditure of any funds until such time as they are budgeted, encumbered, and approved for expenditure.

15. Accountability of Receipts and Disbursements.
There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Grantee shall maintain all records and documents relating to the Program for a minimum of 5 years after completion. The Grantee shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If an audit finding determines that specific funding was inappropriate or not related to the Program, the Grantee shall reimburse that portion to the Department within thirty (30)

days of written notification. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) days.

16. Severability.
In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement will remain in full force and effect.

17. Applicable Law.
The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue is proper in a New Mexico Court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-l(G).

18. Amendment.
This Agreement may be amended by an instrument in writing executed by the Parties.

19. Reallocation of Funding.
The Grantee may request reallocation of the Program Funds from any Budget (Appendix A) item to other identified Budget items. The Grantee must submit a written request with the proposed Budget detailing the reallocation amount and the identified Budget item(s) and costs of which funds are being reallocated. The Grantee shall be allowed to reallocate pursuant to the written request upon receipt of approval from the Department and executed Amendment by the Parties pursuant to Section 18.

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

Approved as to form and legal sufficiency.

By: _____ Date: _____
Office of General Counsel

City of Santa Fe

By: _____ Date: _____
Mark Scott, City Manager

Attest

By: _____ Date: _____
Andrea Salazar, City Clerk

Approved as to form and legal sufficiency.

By: Kevin L. Nault Date: Oct 31, 2025
Kevin L. Nault (Oct 31, 2025 15:57:56 MDT)
Kevin Nault, Assistant City Attorney

Finance Department:

By: _____ Date: _____
Emily Oster, Finance Director

Appendix A: Project Budget and Scope of Work

Scope of Work. The Grantee shall complete and oversee the following activities.

Activities. The Grantee shall complete and oversee the following Que Linda Grant related activities in support of the Program, as situated in the Public Works Department, Parks and Open Space Division and under the oversight and in coordination with Department consultation. The Grantee is responsible for:

a. Contract organization for Project Management.
b. Partner with local nonprofit to host cleanup events and promote anti-litter messaging;
d. Partner with local nonprofit to organize volunteer cleanup events, and report illegal trash dumping;
e. Facilitate purchasing, shipping and contracted installation of trash cans.
f. Facilitate Volunteer Appreciation Event
g. Facilitate printing of interpretive materials and interpretive panels for trash cans.

Project Budget 1
See email attachment *''Appendix A_Que Linda FY26_Budget Tracking''*.

11 Strategies of Que Linda Statewide Beautification

Student Service Learning:

Leveraging local high school students provide three benefits: 1) creates a very affordable resource to help keep communities clean; 2) provides high school students with opportunities to engage in community service; 3) creates local ambassadors that spread anti-litter messaging.

Local high schools must incorporate service-learning requirements in certain courses. The requirements shall require a certain number of community service hours which can be met through participation in trash pickup and graffiti removal/prevention programs.

Litter Abatement Alternatives to Penalty Fines:

This program would serve as a resource for municipal and county court systems. For various reasons, residents are assessed penalties or court fees associated with a crime. In many instances, individuals cannot afford to pay the cost. As an alternative, the individual could be assigned to a local trash pickup and graffiti removal/prevention program.

Use of Corrections Contractors:

The New Mexico Corrections Department offers litter pickup, general landscaping and graffiti clean-up services. Cost for services range but are highly competitive. LBPs can leverage services for contract maintenance of their property.

County Inmate Litter Abatement Program:

Utilizing incarcerated individuals for trash pickup is a long-standing practice. Oftentimes county-run facilities are discouraged to establish this program because inmates are incarcerated for short periods. Nonetheless, an established program could put short-term inmates to work immediately. The County correctional facility would establish the program that utilizes inmates to perform trash pickup services. This program would provide the service to the LBP.

Elementary Anti-Litter Education Campaign:

The State of NM is rolling out a new anti-litter campaign. It can provide media to local elementary schools that incorporate anti-litter activities into their curriculum. Activities could include coloring contests, recording radio ads, writing letters to newspapers, campus clean up days, recycling programs, etc. This program is integral to building ambassadors among the youth in the community who will have a positive influence within their families.

Business Corridor Adoption Program:

Engaging businesses in an effort to keep cities clean is longstanding. Typically businesses would adopt a corridor and become responsible for its upkeep. In this program, the business would simply provide a financial sponsorship. The sponsorship would go to the LBP who would utilize the resources for contract maintenance.

Reporting Illegal Trash Dumping Hotline:

Illegal dumping is a major issue in several communities. It's typically driven by limited options for legal dumping. When residents dump illegally, or lose trash because of an unsecured load, the trash often includes personal identifiable information. Local law enforcement agencies shall establish a hotline or online portal where this information could be anonymously obtained. Penalties for violators would need to be established in ordinance.

Secure Loads Establishment and Enforcement:

Unsecure loads is a major cause of messy roadways. Local governments must put an ordinance in place that establishes a penalty for driving with an unsecured load. In addition to this penalty, trash collection centers must impose a fee when a resident arrives with an unsecured load.

Establish Free Weekend Events at Collection Centers:

Affordability may be an issue for some residents. If trash authorities were to provide "Free Weekends" once a month, it would encourage residents to dump legally.

Neighbor Rates at Collection Centers:

Some communities and counties do not have adequate access to a collection center, therefore, an established "Neighbor Rate" at the closest facility will encourage residents to dump trash legally.

Community Trash Pick-up Events:

Some residents, for various reasons, are unable to take trash to a collection center on their own. This program would identify weekends, throughout the year, when trash authorities, together with volunteers, would pick up trash and deliver it to a collection center. Residents would need to signup for this service and provide a justification.

(Insert “Que Linda Resolution FY26_Resolution FIR” found in email attachment)

FIR No. 10725.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): New Mexico Department of Transportation Que Linda Beautification Program Grant Agreement

Sponsor(s): Mayor Alan Webber and Councilor Jamie Cassutt

Reviewing Department(s): Public Works Department

Staff Completing FIR: Sidney Snyder, Santa Fe Park Ranger Supervisor **Date:** 11/4/2025
Phone: 505-795-4679

Reviewed by City Attorney: Erin McSherry Erin McSherry (Nov 7, 2025 09:31:59 MST) **Date:** 11/07/2025

Reviewed by Finance Director: Emily K. Oster **Date:** 11/07/2025

Summary:
This Resolution accepts a Grant Agreement, administered by the New Mexico Department of Transportation ("NMDOT"), under the Que Linda Beautification Program ("Program"), to conduct a permanent and continuous program to control and remove litter from the roads and highways in Santa Fe. The grant amount is ninety thousand dollars ($90,000). All allocated funds must be spent by June 30, 2026.

Departments Affected:
Public Works Department.

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the City will not receive the Program Grant from NMDOT in the amount of ninety thousand dollars ($90,000). The City will also not completed the listed scope of work to control litter and enhance beautification.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None.

Performance and Administrative Implications:
The Public Works Department and Open Space Park Rangers will implement the work required by the grant. Administration of the grant will be preformed by the Public Works Department and Finance Department.

Fiscal Implications:
The City would receive ninety thousand dollars ($90,000) to conduct the scope of work in the grant. The cost of the scope of work is not expected to exceed the grant amount.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2026	FYE 2027	FYE 2028	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$36,500	$	$		NR	100	$36,500
Operating	$ 53,500	$	$		NR	100	$53,500
Total:	$ 90,000	$	$				$90,000

Expenditure Narrative:
Contractual expenditures include the purchase and delivery of trash cans, coordination of the volunteers, and project management services to carry out the work. Operating expenses encompass various costs associated with project management, outreach, and interpretive messaging.

Revenue

Revenue Type	FYE 2026	FYE 2027	FYE 2028	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$ 90,000	$	$		100
Total	$ 90,000	$	$		

Revenue Narrative: The grant revenue will be recognized in fund 100 to fund program expenditures above.

Signature:

Email: mamcdonald@santafenm.gov

Signature:

Email: sksnyder@santafenm.gov

Signature:

Email: jsburnett@santafenm.gov

CITY OF SANTA FE

Memorandum

Date: October 17, 2025

To: Governing Body; Public Works and Utilities Committee; Finance Committee

From: Jesse Roach, Interim Public Utilities Director

RE: Water rate increase and rate structure change

EXECUTIVE SUMMARY:

This bill would increase the rates for City of Santa Fe Water (CoSF Water) utility service beginning in February of 2026 and then each January through 2030 for a total of five increases. This bill would also change the rate structure for residential accounts starting in 2027 by adding a third tier to residential water use rates. The average residential water bill would increase due to the combined effect of the rate increase and rate structure change, average users would see an increase in average monthly water bill in 2026, 2028, 2029, and 2030 with a one-time decrease in 2027 when the new rate structure goes into effect. Higher water users would see a greater water bill increase due to the implementation of the new rate structure.

BACKGROUND AND JUSTIFICATION:

Need for Rate Increase

Since water rates were last increased in 2013, general cost inflation has risen 41%, meaning CoSF Water's ability to fund operations and projects with rate revenue is significantly reduced. In addition, CoSF Water has four critically important capital projects in the planning or construction phases that must be completed to ensure a continued ability to provide a safe, reliable, and resilient supply of water to meet the needs of Santa Fe. These include major dam rehabilitation projects at both Nichols Dam and McClure Dam on the upper Santa Fe River, an upgrade to old and obsolete treatment plant processes at the Canyon Road Water Treatment Plant, and the San Juan Chama Return Flow Project, which is a key project to ensure future water resiliency. For a more in-depth explanation of the need for rate increases, please see the 16-minute presentation to City of Santa Fe Governing Body on April 30th, 2025. This presentation is available on the City's YouTube channel (https://www.youtube.com/@cityofsantafe) from minutes 16:50 – 32:50 of the meeting recording.

Desire for Rate Structure Change

In 2019 and 2020, a taskforce was assembled to engage with the City's financial consultant (FCS) on potential changes to the water rate structure. The taskforce included Public Utilities Department staff (PUD Department Director, Water Division Director, and Water Engineering Supervisor), two City Councilors (Rivera and Romero-Wirth), and three members of the public. The outcome of that effort included three recommendations:

1. Addition of a third tier to residential rates.

2. Consider breaking multi-family accounts into two groups, one with more than 8 units, and another with 8 or fewer under the assumption that multi-family accounts serving fewer units would have water usage similar to residential customers, and those with a high number of units would have water usage similar to commercial customers.
3. Delay a change to the rate structure until a rate increase was needed.

The rate structure proposed here addresses the first recommendation and the third. An analysis of multi-family customer water usage suggests no obvious change in water usage patterns as a function of number of units, so splitting that group is not currently under consideration.

Proposed Residential Rate Structure Change

The rate structure proposed here would add a third usage tier to the residential rate structure, and remove the current seasonality of the residential tiers, but leave all other rates with the current structure. The proposed, residential tier breaks are set at 4000 gallons and 7000 gallons per month based on average residential winter use of less than 4000 gallons per month, and the current 7000 gallon winter tier break. The new third tier (more than 7000 gallons per month year-round) volumetric cost is set to be equivalent to the current second tier cost, and then the first and second tier cost set to result in a revenue neutral structure change. 4000 gallons per month represents essential indoor use, and residential customers will pay less for these first 4000 gallons with the new rate structure than they have over the past decade. The first-tier size also matches the first tier of Santa Fe County water use rates. The amount charged for the new tiers is selected to reward low water use (customers who use less than 6000 gallons per month will see their average summer and winter bills both go down) and send a strong financial signal to high water users. In summary, the structure proposed here is only a change for the residential usage class and will reward conservation and recover additional revenue from higher water users (typically due to outdoor use). Due to active changes to the City's utility billing software the rate structure change would not be implemented until January 1, 2027. The rate structure and impacts to summer and winter bills for different usage amounts is shown on the final page of this memo.

Expected Change to Water Utility Bills

Effective February 1, 2026, water rates would increase under this proposal. The average water bill would increase about $2 per month, going from the current average of $44 per month to around $46 per month. Effective January 1, 2027, the new rate structure would be implemented with an additional rate increase. The effect of this combined rate structure change and rate increase would mean that starting in 2027, 75% of residential customers would see a one-year bill decrease during both the winter and summer. The customers representing the highest 5% of residential water users would see their bills rise in both winter and summer, while customers representing the highest 25% of residential water users would only see their summer bills rise. The average monthly residential bill of $46 in 2026 will go to $43 in 2027. In January of 2028, 2029, and 2030, the final three water rate increases proposed here would take effect, taking the average bill to $45, $47, and $49 respectively.

ATTACHMENTS:

Bill and FIR

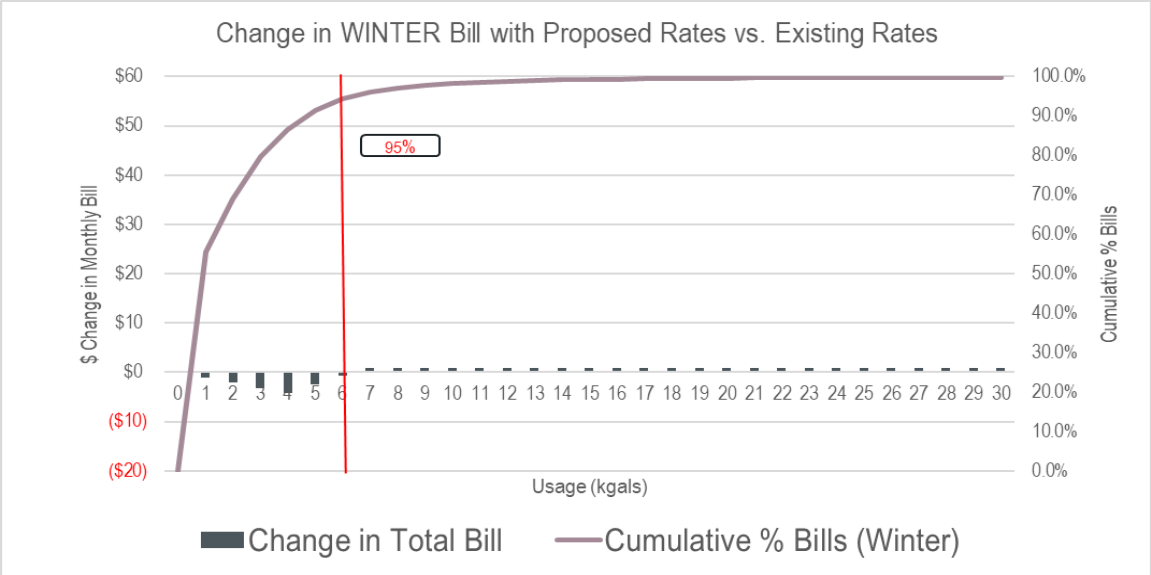
CITY OF SANTA FE

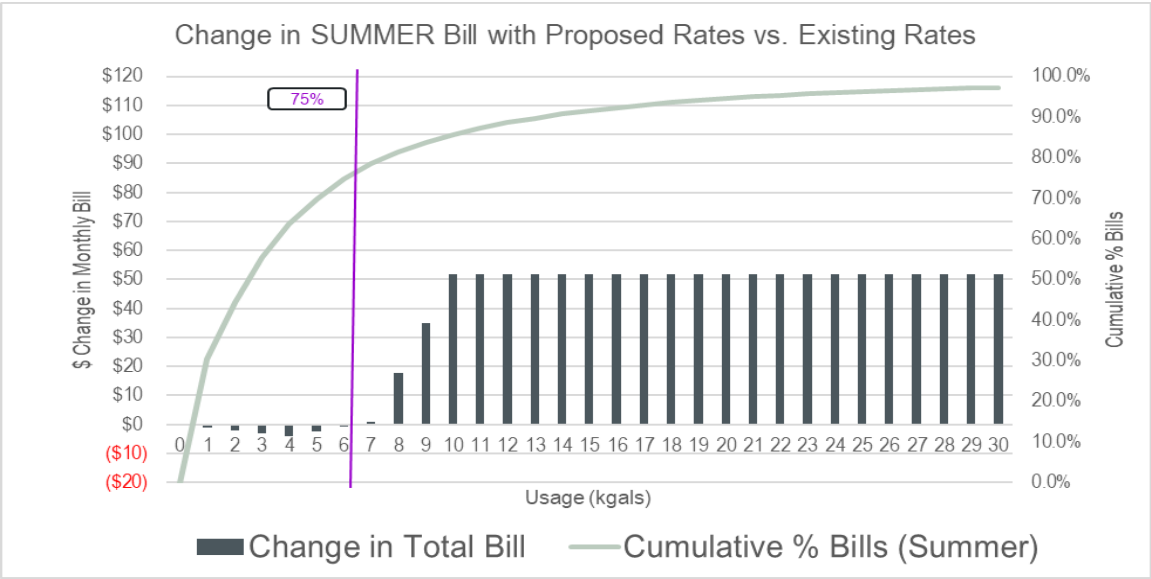
Memorandum

Proposed Residential Rate Structure

	Tier 1	Tier 2	Tier 3
Tier Thresholds (kgals)	4	7	7+
2027 Rates (per kgal)	**$5.50**	**$8.30**	**$23.50**
Ratio of Tiers	*1.0*	*1.5*	*4.27*

Tier 3 Fixed at $23.50 - ($21.72 current w/ 4 % increase FY26 & FY27)





CITY OF SANTA FE, NEW MEXICO

BILL NO. 2025-25

INTRODUCED BY:

Councilor Amanda Chavez

Councilor Carol Romero-Wirth

Councilor Jamie Cassutt

A BILL

UPDATING THE RATES AND SERVICE CHARGES FOR WATER UTILITY SERVICES.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. Chapter 25, Exhibit B, Subsection 25-4.2, SFCC 1987 (being Ord. No. 2016-39, § 11, as amended) is amended to read:

EXHIBIT B

(Subsection 25-4.2)

WATER SERVICE RATE SCHEDULES

TABLE OF CONTENTS

Title	**Rate Schedule Number**
Monthly Service Charges [~~and Monthly Volume Rates~~]	1
[~~Effective March 1, 2009 through December 31, 2009~~] Monthly Volume Rates through December 31, 2026	[~~1~~]2A
[~~Effective January 1, 2010 through December 31, 2010~~]	[~~1~~]2B

underscored material = new [~~bracketed material~~] = delete

Monthly Volume Rates beginning January 1, 2027	
[Effective January 1, 2011 through December 31, 2011]	[1C]
[Effective January 1, 2012 through December 31, 2012]	[1D]
[Effective January 1, 2013	[1E]
Private Fire Hydrant Service	[5]3
Fire Service Line	[6]4
Base Meter Service Charges	[7]5
Utility Expansion Charge	[8]6
Municipal Fire Hydrant Service	[9]7
Conservation Program Charge	[10]8
Potable Water Fill Station	[11]9
EFFECTIVE: JULY 1, 1995	
AMENDED: JANUARY 12, 2000 APRIL 11, 2001 MAY 9, 2001 SEPTEMBER 1, 2001 JANUARY 16, 2002 AUGUST 11, 2004 FEBRUARY 9, 2005 AUGUST 28, 2006 (EFFECTIVE JANUARY 1, 2007) OCTOBER 29, 2007 JANUARY 9, 2008 JANUARY 28, 2009 (EFFECTIVE MARCH 1, 2009) [Adoption Date] (EFFECTIVE FEBRUARY 1, 2026)	

RATE SCHEDULE 1[A]

[Effective March 1, 2009 through December 31, 2009]

~~[RESIDENTIAL, MULTI-FAMILY COMMERCIAL~~	
~~**Meter Size**~~	~~**Monthly Service Charge**~~
~~5/8" or 3/4"~~	~~$13.44~~
~~1”~~	~~$26.88~~
~~1 1/2”~~	~~$53.75~~
~~2”~~	~~$107.51~~
~~3”~~	~~$215.02~~
~~4”~~	~~$389.71~~
~~6”~~	~~$860.06~~
~~8”~~	~~$1,531.98~~]

Monthly Service Charge for Residential, Multi-Family, and Commercial										
Meter Size	**Effective Date**									
	3/1/2009	1/1/2010	1/1/2011	1/1/2012	1/1/2013	2/1/2026	1/1/2027	1/1/2028	1/1/2029	1/1/2030
3/8" or 3/4"	$13.44	$14.54	$15.73	$17.02	$18.42	$19	$20	$21	$22	$22
1”	$26.88	$29.08	$31.46	$34.04	$36.83	$38	$40	$41	$43	$45
1 ½”	$53.75	$58.16	$62.93	$68.09	$73.67	$77	$80	$83	$86	$90
2”	$107.51	$116.33	$125.87	$136.19	$147.36	$153	$159	$166	$172	$179
3”	$215.02	$232.65	$251.73	$272.37	$294.70	$306	$319	$331	$345	$359
4”	$389.71	$421.67	$456.25	$493.66	$534.14	$556	$578	$601	$625	$650
6”	$860.06	$930.58	$1,006.89	$1,089.45	$1,178.78	$1,226	$1,275	$1,326	$1,379	$1,434
8”	$1,531.98	$1,657.60	$1,793.52	$1,940.59	$2,099.72	$2,184	$2,271	$2,362	$2,456	$2,555

[MONTHLY VOLUME CHARGE		
	RESIDENTIAL	
All meter sizes	Sept. – April*	$04.43/1,000 gallons for first 7,000 gallons $15.84/1,000 gallons thereafter
	May – Aug*	$04.43/1,000 gallons for first 10,000 gallons $15.84/1,000 gallons thereafter
MULTI FAMILY		
All meter sizes	Sept. – April*	$04.43/1,000 gallons for first 7,000 gallons per dwelling unit $15.84/1,000 gallons per dwelling unit thereafter
	May – Aug*	$04.43/1,000 gallons for first 10,000 gallons per dwelling unit $15.84/1,000 gallons per dwelling unit thereafter
COMMERCIAL		
5/8" or 3/4" meter	Sept. – April*	$04.43/1,000 gallons for first 7,000 gallons $15.84/1,000 gallons thereafter
	May – Aug*	$04.43/1,000 gallons for the first 10,000 gallons $15.84/1,000 gallons thereafter
1" meter	Sept. – April*	$04.43/1,000 gallons for the first 14,000 gallons $15.84/1,000 gallons there after
	May – Aug*	$04.43/1,000 gallons for first 20,000 gallons $15.84/1,000 gallons thereafter
COMMERCIAL – CONTINUED		
1 1/2" meter	Sept. – April*	$04.43/1,000 gallons for first 28,000 gallons $15.84/1,000 gallons thereafter
	May – Aug*	$04.43/1,000 gallons for first 40,000 gallons $15.84/1,000 gallons thereafter
2" meter	Sept. – April*	$04.43/1,000 gallons for first 56,000 gallons $15.84/1,000 gallons thereafter
	May – Aug*	$04.43/1,000 gallons for first 80,000 gallons $15.84/1,000 gallons thereafter
3" meter	Sept. – April*	$04.43/1,000 gallons for first 112,000 gallons $15.84/1,000 gallons thereafter
	May –	$04.43/1,000 gallons for first 160,000 gallons

	~~Aug*~~	~~$15.84/1,000 gallons thereafter~~
~~4" meter~~	~~Sept. - April*~~	~~$04.43/1,000 gallons for first 203,000 gallons~~ ~~$15.84/1,000 gallons thereafter~~
	~~May - Aug*~~	~~$04.43/1,000 gallons for first 290,000 gallons~~ ~~$15.84/1,000 gallons thereafter~~
~~6" meter~~	~~Sept. - April*~~	~~$04.43/1,000 gallons for first 448,000 gallons~~ ~~$15.84/1,000 gallons thereafter~~
	~~May - Aug*~~	~~$04.43/1,000 gallons for first 640,000 gallons~~ ~~$15.84/1,000 gallons thereafter~~
~~8" meter~~	~~Sept. - April*~~	~~$04.43/1,000 gallons for first 798,000 gallons~~ ~~$15.84/1,000 gallons thereafter~~
	~~May - Aug*~~	~~$04.43/1,000 gallons for first 1,140,000 gallons~~ ~~$15.84/1,000 gallons thereafter~~]

RATE SCHEDULE 2A

Monthly Volume Rates Through December 31, 2026 for Residential, Multi-Family, and Commercial Meters ($/1,000 gallons)						
Tier\Effective Date	**3/1/2009**	**1/1/2010**	**1/1/2011**	**1/1/2012**	**1/1/2013**	**2/1/2026**
Tier 1	$4.43	$4.79	$5.18	$5.60	$6.06	$6.30
Tier 2	$15.84	$17.14	$18.55	$20.07	$21.72	$22.60

Water Tier Size (gallons per month)				
Meter Type and Size	**Tier 1**		**Tier 2**	
Residential and Multi-Family Meters	Sep* - Apr*	May* - Aug*	Sep* - Apr*	May* - Aug*
All Meter Sizes	< = 700	< = 10,000	> 700	> 10,000
Commercial Meters	Sep* - Apr*	May* - Aug*	Sep* - Apr*	May* - Aug*
5/8" and 3/4"	<= 7000	<= 10,000	> 7000	> 10,000
1"	<= 14,000	<= 20,000	> 14,000	> 20,000

1 1/2”	<= 28,000	<= 40,000	> 28,000	> 40,000
2”	<= 56,000	<= 80,000	> 56,000	> 80,000
3”	<= 112,000	<= 160,000	> 112,000	> 160,000
4”	<= 203,000	<= 290,000	> 203,000	> 290,000
6”	<= 448,000	<= 640,000	> 448,000	> 640,000
8”	<= 798,000	<= 1,140,000	> 798,000	> 1,140,000

*(Utility billing date)

RATE SCHEDULE [~~1~~]2B

[~~Effective January 1, 2010 through December 31, 2010~~]

[~~RESIDENTIAL, MULTI-FAMILY COMMERCIAL~~	
~~Meter Size~~	**~~Monthly Service Charge~~**
~~⅝" or ¾"~~	~~$14.54~~
~~1"~~	~~$29.08~~
~~1½"~~	~~$58.16~~
~~2"~~	~~$116.33~~
~~3"~~	~~$232.65~~
~~4"~~	~~$421.67~~
~~6"~~	~~$930.58~~
~~8"~~	~~$1,657.60~~]

[~~MONTHLY VOLUME CHARGE~~		
~~RESIDENTIAL~~		
~~All meter sizes~~	~~Sept. – April*~~	~~$04.79/1,000 gallons for first 7,000 gallons~~ ~~$17.14/1,000 gallons thereafter~~

	~~May - Aug*~~	~~$04.43/1,000 gallons for first 10,000 gallons $17.14/1,000 gallons thereafter~~
~~**MULTI FAMILY**~~		
~~All meter sizes~~	~~Sept. - April*~~	~~$04.79/1,000 gallons for first 7,000 gallons per dwelling unit $17.14/1,000 gallons per dwelling unit thereafter~~
	~~May - Aug*~~	~~$04.79/1,000 gallons for first 10,000 gallons per dwelling unit $17.14/1,000 gallons per dwelling unit thereafter~~
~~**COMMERCIAL**~~		
~~5/8" or 3/4" meter~~	~~Sept. - April*~~	~~$04.79/1,000 gallons for first 7,000 gallons $17.14/1,000 gallons thereafter~~
	~~May - Aug*~~	~~$04.79/1,000 gallons for the first 10,000 gallons $17.14/1,000 gallons thereafter~~
~~1" meter~~	~~Sept. - April*~~	~~$04.79/1,000 gallons for the first 14,000 gallons $17.14/1,000 gallons thereafter~~
	~~May - Aug*~~	~~$04.79/1,000 gallons for first 20,000 gallons $17.14/1,000 gallons thereafter~~
~~**COMMERCIAL CONTINUED**~~		
~~1 1/2" meter~~	~~Sept. - April*~~	~~$04.79/1,000 gallons for first 28,000 gallons $17.14/1,000 gallons thereafter~~
	~~May - Aug*~~	~~$04.79/1,000 gallons for first 40,000 gallons $17.14/1,000 gallons thereafter~~
~~2" meter~~	~~Sept. - April*~~	~~$04.79/1,000 gallons for first 56,000 gallons $17.14/1,000 gallons thereafter~~
	~~May - Aug*~~	~~$04.79/1,000 gallons for first 80,000 gallons $17.14/1,000 gallons thereafter~~
~~3" meter~~	~~Sept. - April*~~	~~$04.79/1,000 gallons for first 112,000 gallons $17.14/1,000 gallons thereafter~~
	~~May - Aug*~~	~~$04.79/1,000 gallons for first 160,000 gallons $17.14/1,000 gallons thereafter~~
~~4" meter~~	~~Sept. - April*~~	~~$04.79/1,000 gallons for first 203,000 gallons $17.14/1,000 gallons thereafter~~
	~~May -~~	~~$04.43/1,000 gallons for first 290,000 gallons~~

	~~Aug*~~	~~$17.14/1,000 gallons thereafter~~
~~6" meter~~	~~Sept. - April*~~	~~$04.79/1,000 gallons for first 448,000 gallons~~ ~~$17.14/1,000 gallons thereafter~~
	~~May - Aug*~~	~~$04.79/1,000 gallons for first 640,000 gallons~~ ~~$17.14/1,000 gallons thereafter~~
~~8" meter~~	~~Sept. - April*~~	$04.79/1,000 gallons for first 798,000 gallons $17.14/1,000 gallons thereafter
	~~May - Aug*~~	~~$04.79/1,000 gallons for first 1,140,000 gallons~~ ~~$17.14/1,000 gallons thereafter~~]

[~~(*utility billing date)~~]

Monthly Water Usage Charge for Residential Meters Starting January 1, 2027 ($/1000 gallons)				
Tier\Effective Date	1/1/2027	1/1/2028	1/1/2029	1/1/2030
Tier 1	$5.50	$5.70	$6.00	$6.20
Teir 2	$8.30	$8.60	$8.90	$9.30
Tier 3	$23.50	$24.40	$25.40	$26.40

Monthly Volume Rates for Multi-Family and Commercial Meters Starting January 1, 2027 ($/1000 gallons)				
Tier\Effective Date	1/1/2027	1/1/2028	1/1/2029	1/1/2030
Tier 1	$6.60	$6.80	$7.10	$7.40
Teir 2	$23.50	$24.40	$25.40	$26.40

Water Tier Sizes Effective January 1, 2027 (gallons per month)			
Meter Type and Size	**Tier 1**	**Tier 2**	**Tier 3**
Residential Meters	<= 4000	> 4000 to 7000	> 7000
Multi-Family and Commercial Meters	Same as Multi-Family and Commercial Meter Tiers		None

[~~RATE SCHEDULE 1C~~

~~Effective 1, 2011 through December 31, 2011~~]

[~~RESIDENTIAL, MULTI FAMILY COMMERCIAL~~	
~~Meter Size~~	**~~Monthly Service Charge~~**
~~⅝" or ¾"~~	~~$15.73~~
~~1"~~	~~$31.46~~
~~1½"~~	~~$62.93~~
~~2"~~	~~$125.87~~
~~3"~~	~~$251.73~~
~~4"~~	~~$456.25~~
~~6"~~	~~$1,006.89~~
~~8"~~	~~$1,793.52~~]

[~~MONTHLY VOLUME CHARGE~~
~~RESIDENTIAL~~

All meter sizes	Sept. – April*	$05.18/1,000 gallons for first 7,000 gallons $18.55/1,000 gallons thereafter
	May – Aug*	$05.18/1,000 gallons for first 10,000 gallons $18.55/1,000 gallons thereafter
MULTI FAMILY		
All meter sizes	Sept. – April*	$05.18/1,000 gallons for first 7,000 gallons per dwelling unit $18.55/1,000 gallons per dwelling unit thereafter
	May – Aug*	$05.18/1,000 gallons for first 10,000 gallons per dwelling unit $18.55/1,000 gallons per dwelling unit thereafter
COMMERCIAL		
5/8" or 3/4" meter	Sept. – April*	$05.18/1,000 gallons for first 7,000 gallons $18.55/1,000 gallons thereafter
	May – Aug*	$05.18/1,000 gallons for the first 10,000 gallons $18.55/1,000 gallons thereafter
1" meter	Sept. – April*	$05.18/1,000 gallons for the first 14,000 gallons $18.55/1,000 gallons thereafter
	May – Aug*	$05.18/1,000 gallons for first 20,000 gallons $18.55/1,000 gallons thereafter
COMMERCIAL – CONTINUED		
1 1/2" meter	Sept. – April*	$05.18/1,000 gallons for first 28,000 gallons $18.55/1,000 gallons thereafter
	May – Aug*	$05.18/1,000 gallons for first 40,000 gallons $18.55/1,000 gallons thereafter
2" meter	Sept. – April*	$05.18/1,000 gallons for first 56,000 gallons $18.55/1,000 gallons thereafter
	May – Aug*	$05.18/1,000 gallons for first 80,000 gallons $18.55/1,000 gallons thereafter
3" meter	Sept. – April*	$05.18/1,000 gallons for first 112,000 gallons $18.55/1,000 gallons thereafter
	May – Aug*	$05.18/1,000 gallons for first 160,000 gallons $18.55/1,000 gallons thereafter
4" meter	Sept. –	$05.18/1,000 gallons for first 203,000 gallons

	~~April*~~	~~$18.55/1,000 gallons thereafter~~
	~~May – Aug*~~	~~$05.18/1,000 gallons for first 290,000 gallons~~ ~~$18.55/1,000 gallons thereafter~~
~~6" meter~~	~~Sept. – April*~~	~~$05.18/1,000 gallons for first 448,000 gallons~~ ~~$18.55/1,000 gallons thereafter~~
	~~May – Aug*~~	~~$05.18/1,000 gallons for first 640,000 gallons~~ ~~$18.55/1,000 gallons thereafter~~
~~8" meter~~	~~Sept. – April*~~	~~$05.18/1,000 gallons for first 798,000 gallons~~ ~~$18.55/1,000 gallons thereafter~~
	~~May – Aug*~~	~~$05.18/1,000 gallons for first 1,140,000 gallons~~ ~~$18.55/1,000 gallons thereafter~~]

~~[RATE SCHEDULE 1D~~

~~Effective January 1, 2012 through December 31, 2012]~~

~~[RESIDENTIAL, MULTI-FAMILY COMMERCIAL~~	
~~Meter Size~~	**~~Monthly Service Charge~~**
~~⅝" or ¾"~~	~~$17.02~~
~~1"~~	~~$34.04~~
~~1½"~~	~~$68.09~~
~~2"~~	~~$136.19~~
~~3"~~	~~$272.37~~
~~4"~~	~~$493.66~~
~~6"~~	~~$1,089.45~~
~~8"~~	~~$1,940.59~~]

~~[MONTHLY VOLUME CHARGE~~
~~RESIDENTIAL~~

All meter sizes	Sept. – April*	$05.60/1,000 gallons for first 7,000 gallons $20.07/1,000 gallons thereafter
	May – Aug*	$05.18/1,000 gallons for first 10,000 gallons $20.07/1,000 gallons thereafter
MULTI FAMILY		
All meter sizes	Sept. – April*	$05.60/1,000 gallons for first 7,000 gallons per dwelling unit $20.07/1,000 gallons per dwelling unit thereafter
	May – Aug*	$05.60/1,000 gallons for first 10,000 gallons per dwelling unit $20.07/1,000 gallons per dwelling unit thereafter
COMMERCIAL		
5/8" or 3/4" meter	Sept. – April*	$05.60/1,000 gallons for first 7,000 gallons $20.07/1,000 gallons thereafter
	May – Aug*	$05.60/1,000 gallons for the first 10,000 gallons $20.07/1,000 gallons thereafter
1" meter	Sept. – April*	$05.60/1,000 gallons for the first 14,000 gallons $20.07/1,000 gallons thereafter
	May – Aug*	$05.60/1,000 gallons for first 20,000 gallons $20.07/1,000 gallons thereafter
COMMERCIAL – CONTINUED		
1 1/2" meter	Sept. – April*	$05.60/1,000 gallons for first 28,000 gallons $20.07/1,000 gallons thereafter
	May – Aug*	$05.60/1,000 gallons for first 40,000 gallons $20.07/1,000 gallons thereafter
2" meter	Sept. – April*	$05.60/1,000 gallons for first 56,000 gallons $20.07/1,000 gallons thereafter
	May – Aug*	$05.60/1,000 gallons for first 80,000 gallons $20.07/1,000 gallons thereafter
3" meter	Sept. – April*	$05.60/1,000 gallons for first 112,000 gallons $20.07/1,000 gallons thereafter
	May – Aug*	$05.60/1,000 gallons for first 160,000 gallons $20.07/1,000 gallons thereafter
4" meter	Sept. –	$05.60/1,000 gallons for first 203,000 gallons

	~~April*~~	~~$20.07/1,000 gallons thereafter~~
	~~May – Aug*~~	~~$05.60/1,000 gallons for first 290,000 gallons~~ ~~$20.07/1,000 gallons thereafter~~
~~6" meter~~	~~Sept. – April*~~	~~$05.60/1,000 gallons for first 448,000 gallons~~ ~~$20.07/1,000 gallons thereafter~~
	~~May – Aug*~~	~~$05.60/1,000 gallons for first 640,000 gallons~~ ~~$20.07/1,000 gallons thereafter~~
~~8" meter~~	~~Sept. – April*~~	~~$05.60/1,000 gallons for first 798,000 gallons~~ ~~$20.07/1,000 gallons thereafter~~
	~~May – Aug*~~	~~$05.60/1,000 gallons for first 1,140,000 gallons~~ ~~$20.07/1,000 gallons thereafter~~]

[~~*(utility billing date)~~]

[~~RATE SCHEDULE 1E~~

~~Effective January 1, 2013~~]

[~~RESIDENTIAL, MULTI-FAMILY COMMERCIAL~~	
~~Meter Size~~	**~~Monthly Service Charge~~**
~~⅝" or ¾"~~	~~$18.42~~
~~1"~~	~~$36.83~~
~~1½"~~	~~$73.67~~
~~2"~~	~~$147.36~~
~~3"~~	~~$294.70~~
~~4"~~	~~$534.14~~
~~6"~~	~~$1,178.78~~
~~8"~~	~~$2,099.72~~]

[~~MONTHLY VOLUME CHARGE~~

RESIDENTIAL		
All meter sizes	Sept. – April*	$06.06/1,000 gallons for first 7,000 gallons $21.72/1,000 gallons thereafter
	May – Aug*	$06.06/1,000 gallons for first 10,000 gallons $21.72/1,000 gallons thereafter
MULTI FAMILY		
All meter sizes	Sept. – April*	$06.06/1,000 gallons for first 7,000 gallons per dwelling unit $21.72/1,000 gallons per dwelling unit thereafter
	May – Aug*	$06.06/1,000 gallons for first 10,000 gallons per dwelling unit $21.72/1,000 gallons per dwelling unit thereafter
COMMERCIAL		
5/8" or 3/4" meter	Sept. – April*	$06.06/1,000 gallons for first 7,000 gallons $21.72/1,000 gallons thereafter
	May – Aug*	$06.06/1,000 gallons for the first 10,000 gallons $21.72/1,000 gallons thereafter
1" meter	Sept. – April*	$06.06/1,000 gallons for the first 14,000 gallons $21.72/1,000 gallons thereafter
	May – Aug*	$06.06/1,000 gallons for first 20,000 gallons $21.72/1,000 gallons thereafter
COMMERCIAL – CONTINUED		
1 1/2" meter	Sept. – April*	$06.06/1,000 gallons for first 28,000 gallons $21.72/1,000 gallons thereafter
	May – Aug*	$06.06/1,000 gallons for first 40,000 gallons $21.72/1,000 gallons thereafter
2" meter	Sept. – April*	$06.06/1,000 gallons for first 56,000 gallons $21.72/1,000 gallons thereafter
	May – Aug*	$06.06/1,000 gallons for first 80,000 gallons $21.72/1,000 gallons thereafter
3" meter	Sept. – April*	$06.06/1,000 gallons for first 112,000 gallons $21.72/1,000 gallons thereafter
	May – Aug*	$06.06/1,000 gallons for first 160,000 gallons $21.72/1,000 gallons thereafter

~~4" meter~~	~~Sept. – April*~~	~~$06.06/1,000 gallons for first 203,000 gallons $21.72/1,000 gallons thereafter~~
	~~May – Aug*~~	~~$06.06/1,000 gallons for first 290,000 gallons $21.72/1,000 gallons thereafter~~
~~6" meter~~	~~Sept. – April*~~	~~$06.06/1,000 gallons for first 448,000 gallons $21.72/1,000 gallons thereafter~~
	~~May – Aug*~~	~~$06.06/1,000 gallons for first 640,000 gallons $21.72/1,000 gallons thereafter~~
~~8" meter~~	~~Sept. – April*~~	~~$06.06/1,000 gallons for first 798,000 gallons $21.72/1,000 gallons thereafter~~
	~~May – Aug*~~	~~$06.06/1,000 gallons for first 1,140,000 gallons $21.72/1,000 gallons thereafter~~]

[~~*(utility billing date)~~]

APPLICABILITY: The water rate schedules effective February 1, 2026, reflect an increase of [~~8.20~~]4% per year. [~~Any federal or state funds that are received for water projects covered in the water division's 10-year plan adopted by Resolution No. 2009-17 shall be used solely for reducing the rate increases that are planned for the four years subsequent to adoption of Ordinance No. 2009-2. None of these funds shall be used for plan expansion.~~] The applicable rate shall be based upon the character of service as set forth in Rule 3 of Exhibit A, Chapter 25 SFCC 1987. Service will be furnished in accordance with the City's Rules and Regulations covering water service, available at the City's offices and on file with the office of the City Clerk of the city of Santa Fe, which Rules and Regulations or subsequent revisions thereof are a part of this Schedule as if fully written herein.

SERVICE AREA: Within the corporate limits of the city of Santa Fe, New Mexico and those areas outside the corporate limits to which service has been authorized by action of the governing body of the city of Santa Fe.

FIRE PROTECTION CHARGE: If the customer has a fire service line or lines for standby fire protection, the appropriate rate as provided in Rate Schedule 6, Fire Service Line, shall also be charged.

IRRIGATION METER: If the customer has an additional meter installed primarily for irrigation or other outdoor uses such as, but not limited to, pool or spa filling or vehicle washing, the same commodity and system charge as set forth above shall apply.

SPECIAL TAX AND ASSESSMENT CLAUSE: Billings under this Schedule may be increased by an amount equal to the sum of taxes payable under the Gross Receipts and Compensating Tax Act and of all other taxes, fees, or charges payable by the City and levied or assessed by any governmental authority on the public utility service rendered, or on the right or privilege of rendering the service, or on any object or event incidental to the rendition of the service.

MINIMUM CHARGE: The minimum charge under this Schedule shall be the monthly service charge.

~~[REVIEW: Upon adoption of Ordinance No. 2009-2, the water division shall immediately begin a rate structure review. As part of this review, a recommendation shall be produced regarding a third tier for excessive use of water for Rate Schedule 1, an expansion of the poverty exemption set forth in 15-1.3 SFCC 1987 for low/fixed income customers, and an increase in the utility expansion charge set forth in Rate Schedule 8. The review and recommendation shall be completed as soon as possible in order to be in place for the May 2009 billing date.]~~

USE OF SERVICE: Service shall not be resold or shared with others.

ADDITIONS AND EXTENSIONS: Additions or extensions under this Schedule shall be subject to the availability of existing water lines of adequate capacity to provide the service requested. The City shall not be required for purposes of supplying service hereunder to increase the capacity of its mains or to make any extensions thereto. Subject to the foregoing provisions, additional points of delivery may be requested, and the City, upon receipt of such requisition, shall furnish the water service in accordance with the rates contained in this Schedule.

OTHER CONDITIONS: Other conditions pertaining to application of service, water taps, disconnection and reconnection of service, responsibility for payment of bills, and other conditions

are provided for in the City's Rules and Regulations, available at its Water Services Division's office.

SERVICE APPLICATION: All applications for services for one inch (1") and larger meters shall be covered by written agreement on the City's standard application form.

~~**[CITY OF SANTA FE - PUBLIC UTILITIES DEPARTMENT**~~

~~**WATER SERVICES DIVISION**~~

~~**RATE SCHEDULE 1A***~~

~~**RESERVED**~~

~~*Former Rate Schedule 1A, Multi-Family Residential Water Service, previously codified herein, was repealed by Ordinance No. 2006-53, § 40. Former Rate Schedule 1A shall remain in effect until January 1, 2007.~~

~~**CITY OF SANTA FE - PUBLIC UTILITIES DEPARTMENT**~~

~~**WATER SERVICES DIVISION**~~

~~**RATE SCHEDULE 2***~~

~~**RESERVED**~~

~~*Former Rate Schedule 2, Small Commercial Water Service, previously codified herein, was repealed by Ordinance No. 2006-53, § 41. Former Rate Schedule 2 shall remain in effect until January 1, 2007.~~

~~**CITY OF SANTA FE - PUBLIC UTILITIES DEPARTMENT**~~

~~**WATER SERVICES DIVISION**~~

~~**RATE SCHEDULE 3***~~

~~**RESERVED**~~

~~*Former Rate Schedule 3, Large Commercial Water Service, previously codified herein, was repealed by Ordinance No. 2006-53, § 42. Former Rate Schedule 3 shall remain in effect until January 1, 2007.~~

~~**CITY OF SANTA FE - PUBLIC UTILITIES DEPARTMENT**~~

~~**WATER SERVICES DIVISION**~~

~~**RATE SCHEDULE 4***~~

~~**RESERVED**~~

~~*Former Rate Schedule 4, Special Charges, previously codified herein, was repealed by Ordinance No. 2006-53, § 43. Former Rate Schedule 4 shall remain in effect until January 1, 2007.~~]

CITY OF SANTA FE - PUBLIC UTILITIES DEPARTMENT

WATER SERVICES DIVISION

RATE SCHEDULE [~~5~~]3

PRIVATE FIRE HYDRANT SERVICE

APPLICABILITY: This rate applies to owners of private fire hydrants used for fire protection only. This Schedule is not applicable to resale, breakdown, or standby service.

AVAILABILITY: Available only to installation existing and in service under this Schedule on or before June 30, 1969.

SERVICE AREA: Within the corporate limits of the city of Santa Fe, New Mexico and those areas outside the corporate limits to which service has been authorized by action of the governing body of the city of Santa Fe.

RATES: The rate for fire hydrant service provided shall be the sum of A and B:

A. For each private fire hydrant, [~~$54.52 per year~~] annual fees as shown below, payable monthly.

Annual Private Fire Hydrant Charge Payable Monthly		
Effective Date	Charge	
Through 1/31/2026	$54.52	per year
2/1/2026	$57	per year
1/1/2027	$59	per year
1/1/2028	$61	per year
1/1/2029	$64	per year

1/1/2030	$66	per year

B. SPECIAL TAX AND ASSESSMENT CLAUSE: Billings under this Schedule may be increased by an amount equal to the sum of taxes payable under the Gross Receipts and Compensating Tax Act and of all other taxes, fees, or charges payable by the City and levied or assessed by any governmental authority on the public utility service rendered, or on the right or privilege of rendering the service, or on any object or event incidental to the rendition of the service.

TERMS OF PAYMENT: The rates set forth above are net and payable within twenty (20) days from date of bill.

CITY OF SANTA FE - PUBLIC UTILITIES DEPARTMENT

WATER SERVICES DIVISION

RATE SCHEDULE [~~6~~]4

FIRE SERVICE LINE

APPLICABILITY: This Fire Service Line rate applies to those individual customers who have a fire service line. This Schedule is not applicable to resale or breakdown service. Service will be furnished in accordance with the City's Rules and Regulations covering water service, available at the City's offices and on file with the office of the City Clerk of the city of Santa Fe, which Rules and Regulations or subsequent revisions thereof are a part of this Schedule as if fully written herein.

SERVICE AREA: Within the corporate limits of the city of Santa Fe, New Mexico and those areas outside the corporate limits to which service has been authorized by action of the governing body of the city of Santa Fe.

RATE: The rate for fire service lines shall be the sum of A and B:

A.

[~~Fire Service Line~~	~~Monthly Charge~~
~~3”~~	~~$21.19~~
~~4”~~	~~34.68~~
~~6”~~	~~68.39~~
~~8”~~	~~108.84~~
~~10”~~	~~159.89~~
~~NOTE: Fire service lines will be billed on per customer basis.~~]	

Monthly Fire Service Charge

Fire Service Line Meter Size \ Effective Date	Through 1/31/2026	2/1/2026	1/1/2027	1/1/2028	1/1/2029	1/1/2030
3"	$21.19	$22	$23	$24	$25	$26
4"	34.68	$36	$38	$39	$41	$42
6"	68.39	$71	$74	$77	$80	$83
8"	108.84	$113	$118	$122	$127	$132
10"	159.89	$166	$173	$180	$187	$195

NOTE: Fire service lines will be billed on a per customer basis.

B. SPECIAL TAX AND ASSESSMENT CLAUSE: Billings under this Schedule may be increased by an amount equal to the sum of taxes payable under the Gross Receipts and Compensating Tax Act and of all other taxes, fees, or charges payable by the City and levied or assessed by any governmental authority on the public utility service rendered, or on the right

or privilege of rendering the service, or on any object or event incidental to the rendition of the service.

TERMS OF PAYMENT: The rates set forth above are net and payable within twenty (20) days from date of bill.

CITY OF SANTA FE - PUBLIC UTILITIES DEPARTMENT

WATER SERVICES DIVISION

RATE SCHEDULE [~~7~~]5

BASE METER SERVICE INSTALLATION CHARGES

APPLICABILITY: This Base Meter rate is applicable to all 3/4-inch, 1-inch, 1 1/2-inch, and 2-inch services installed by the City in dirt, gravel, and paved streets. This Schedule is not applicable to the installation of services larger than 2-inches, nor to services installed in subdivisions. Larger services and subdivision services will be installed under special contract provisions.

Service will be furnished in accordance with the City's Rules and Regulations covering water service, available at the City's offices and on file with the office of the City Clerk of the city of Santa Fe, which Rules and Regulations or subsequent revisions thereof are a part of this Schedule as if fully written herein.

SERVICE AREA: Within the corporate limits of the city of Santa Fe, New Mexico and those areas outside the corporate limits to which service has been authorized by action of the governing body of the city of Santa Fe.

RATE: The rate for Base Meter Service Installation Charges shall be the sum of A, B, and C:

A. SERVICE INSTALLATION LABOR AND MATERIAL CHARGES:

Service installations require a three person crew which includes a lead operator, an entry operator, and an equipment (backhoe) operator for approximately 6 hours for dirt or gravel

installations without curb, gutter, or sidewalk, and approximately 8 hours for installations in roads that are paved or have concrete curbs, gutters, and sidewalks. Estimated fully loaded labor rates (cost to City including benefits) and the resulting meter installation labor fee are shown in the table below for effective dates through 2040. These rates are assumed to increase by 5% from 2026 through 2029, and then 1% per year updated every five years after that.

~~[Service~~	~~Dirt or Gravel~~	~~Paved~~	
~~¾ inch~~	~~$554.75~~	~~$1,026.83~~	
~~1 inch~~	~~$592.23~~	~~$1,064.31~~	
~~Service~~	~~Dirt W/Main Back of Curb~~	~~Gravel~~	~~Paved~~
~~1½ inch~~	~~$1,276.80~~	~~$1,372.43~~	~~$1,876.31~~
~~Service~~	~~Street W/Mains Back of Curb~~	~~Gravel~~	~~Paved~~
~~2 inch~~	~~$1,447.24~~	~~$1,542.87~~	~~$2,046.74~~]

	Fully Loaded Labor Rates Used For Meter Installation Calculations			
Laborer\Effective Date	2/1/2026	1/1/2030	1/1/2035	1/1/2040
Lead Operator Hourly	$ 65	$ 68	$ 71	$ 75
Entry Operator Hourly	$ 31	$ 33	$ 35	$ 37
Equipment Operator Hourly	$ 44	$ 46	$ 48	$ 50
Crew Total Hourly	$ 140	$ 147	$ 154	$ 162
6 hour Labor Cost (Dirt and Gravel)	$ 840	$ 882	$ 924	$ 972
8 hour Labor Cost (Paved and/or Sidewalk)	$ 1,120	$ 1,176	$ 1,232	$ 1,296

Materials required for installation may include but are not limited to a saddle, pipe, fittings, meter can, check valve, and meter yoke. The following table shows parts costs used to calculate installation charges for effective dates through 2040. These rates are assumed to increase by 5% from 2026 through 2029, and then 1% per year updated every five years after that.

	Material Costs for New Meter Service (not including meter cost)			
Service Size\Effective Date	2/1/2026	1/1/2030	1/1/2035	1/1/2040
5/8 and ¾-inch	$ 1,640	$ 1,720	$ 1,810	$ 1,900
1"	$ 2,460	$ 2,580	$ 2,710	$ 2,850
1 1/2"	$ 3,480	$ 3,650	$ 3,830	$ 4,030
2"	$ 6,290	$ 6,610	$ 6,940	$ 7,280

The meter cost is added to the labor and material costs in development of the total service installation labor and materials charges.

B. CHARGES FOR RESTORATION OF STREET OR ROAD SURFACE: The customer shall be assessed any cost related to the excavation or the restoration of street and road surfaces, curbs and gutters and sidewalks, including governmental permits, as may be required in compliance with applicable state or local government statutes, ordinances or regulations.

C. SPECIAL TAX AND ASSESSMENT CLAUSE: Billings under this Schedule may be increased by an amount equal to the sum of taxes payable under the Gross Receipts and Compensating Tax Act and of all other taxes, fees, or charges payable by the City and

levied or assessed by any governmental authority on the public utility service rendered, or on the right or privilege of rendering the service, or on any object or event incidental to the rendition of the service.

CITY OF SANTA FE - PUBLIC UTILITIES DEPARTMENT

WATER SERVICES DIVISION

RATE SCHEDULE [~~8~~]6

UTILITY EXPANSION CHARGE

APPLICABILITY: This Utility Expansion Charge is applicable to all new customers for connection with the City's system. Installation of a second meter and establishment of a new account for existing demand on a legal residential lot of record shall not be considered a new customer subject to application of the Utility Expansion Charge. Service will be furnished in accordance with the City's Rules and Regulations covering water service, available at the City's offices and on file with the office of the City Clerk of the City of Santa Fe, which Rules and Regulations or subsequent revisions thereof are a part of this Schedule as if fully written herein.

SERVICE AREA: Within the corporate limits of the City of Santa Fe, New Mexico and those areas outside the corporate limits to which service has been authorized by action of the governing body of the City of Santa Fe.

UTILITY EXPANSION CHARGE (UEC): The rate for the UEC shall be the sum of A and B.

A. CHARGE:

1. The Charge for a ⅝" meter service is [~~$2,013.00.~~] as follows:

	UEC for 5/8" meter					
Effective Date	3/1/2009	2/1/2026	1/1/2027	1/1/2028	1/1/2029	1/1/2030
UEC	$ 2,013	$ 2,516	$ 2,617	$ 2,722	$ 2,830	$ 2,944

2. The Charge for a ⅝" meter service for the following is $[~~800.00~~]1,000.

a. Santa Fe Homes Program for-sale or for-rent units as defined in Section 26-1 SFCC 1987;

b. Housing opportunity program home or housing opportunity program rental unit subject to a valid housing opportunity program agreement; or

c. A low priced dwelling unit as defined in Section 26-2 SFCC 1987.

3. The Charge for each meter service size shall be determined by multiplying the Charge for a ⅝" meter service by the applicable equivalent meter EQM Factor.

4. The other meter service sizes are [~~as follows~~] calculated by multiplying the applicable charge for a **⅝**" meter by the EQM Factor shown in the following table:

Meter Service	EQM Factor	[~~UEC~~
¾"	1.5	~~$3,019.00~~
1"	2.5	~~5,032.00~~
1½"	5[~~.0~~]	~~10,065.00~~
2"	8[~~.0~~]	~~16,104.00~~
3"	15[~~.6~~]	~~31,402.00~~
4”	25[~~.0~~]	~~50,325.00~~
6”	50[~~.0~~]	~~100,650.00~~
8”	80[~~.0~~]	~~161,040.00~~]

B. SPECIAL TAX AND ASSESSMENT CLAUSE: Billings under this Schedule may be increased by an amount equal to the sum of taxes payable under the Gross Receipts and Compensating Tax Act and of all other taxes, fees, or charges payable by the City and levied or assessed by any governmental authority on the public utility service rendered, or on the right or privilege of rendering the service, or on any object or event incidental to the rendition of the service.

C. VARIANCE: In the event a developer makes an advance payment for project costs, which payment covers all costs pertaining to the project in question which are included in the UEC calculation, he/she shall upon application to the governing body of the city of Santa Fe be entitled to a variance excusing him/her from payment of the UEC. A qualifying project within the Midtown LINC Overlay District, as defined in Subsection 14-5.5(D)(4)(b) SFCC 1987, is exempt from payment of the UEC.

TERMS OF PAYMENT: The UEC is due when notice is provided to the Customer prior to installation of the service line.

SERVICE APPLICATION: The UEC shall apply to new services, not including the installation of a second meter and establishment of a new account for existing demand on a legal residential lot of record, located anywhere within the water service area approved by the City.

(Ord. No. 2016-39 § 11)

CITY OF SANTA FE - PUBLIC UTILITIES DEPARTMENT

WATER SERVICES DIVISION

RATE SCHEDULE [~~9~~]7

MUNICIPAL FIRE HYDRANT SERVICE

APPLICABILITY: Hydrants for the city of Santa Fe for fire protection, street cleaning, and sewer flushing. This Schedule is not applicable to resale, breakdown, or standby service. Service will be furnished in accordance with the City's Rules and Regulations covering water service available at the City's offices which Rules or subsequent revisions thereof are a part of this Schedule as if fully written herein.

SERVICE AREA: Within the corporate limits of the city of Santa Fe, New Mexico and those areas outside the corporate limits to which service has been authorized by action of the governing body of the city of Santa Fe.

RATE: The rate for fire hydrant service provided shall be the sum of A and B:

A. For each municipal fire hydrant installed[~~– $46.72 per annum~~] annual fees as shown below payable monthly.

Annual Private Fire Hydrant Charge Payable Monthly		
Effective Date	Charge	
	$46.72	per hydrant per year
2/1/2026	$49	per hydrant per year
1/1/2027	$51	per hydrant per year
1/1/2028	$53	per hydrant per year
1/1/2029	$55	per hydrant per year
1/1/2030	$57	per hydrant per year

B. SPECIAL TAX AND ASSESSMENT CLAUSE: Billings under this Schedule may be increased by an amount equal to the sum of the taxes payable under the Gross Receipts and Compensating Tax Act and of all other taxes, fees, or charges (exclusive of ad valorem, state and federal income taxes) payable by the Utility and levied or assessed by any governmental authority on the public utility service rendered, or on the right or privilege of rendering the service, or on any object or event incidental to the rendition of the service.

TERMS OF PAYMENT: The rate set forth above is net and payable from date of bill.

AVAILABILITY: Available to the City of Santa Fe, New Mexico for all hydrant service. Available under this Schedule are the following types of hydrants:

a. Standard 4-inch inlet 2-nozzle hydrants.

b. Standard 6-inch inlet with two 2½-inch hose nozzles and one standard 4½-inch pumper nozzle.

CITY OF SANTA FE - PUBLIC UTILITIES DEPARTMENT

WATER SERVICES DIVISION

RATE SCHEDULE [~~10~~]8

CONSERVATION PROGRAM CHARGE

APPLICABILITY: In addition to the charges set forth elsewhere in Exhibit B of Chapter XXV SFCC 1987, all customers, except those that qualify for the poverty exemption set forth in subsection 15-1.3 SFCC 1987, shall pay a once per year conservation program charge. The charge shall be included in the customers' April water bill. Multi-family service customers shall be billed on a quarterly basis. The revenue collected shall be specifically set aside to fund water conservation programs of the city.

SERVICE AREA: Within the corporate limits of the city of Santa Fe, New Mexico and those areas outside the corporate limits to which service has been authorized by action of the governing body of the city of Santa Fe.

RATE: The charge for the conservation program shall be the following:

[~~SINGLE FAMILY RESIDENTIAL SERVICE~~	
~~Meter Size~~	~~Conservation Fee~~
~~⅝"~~	~~$4.00~~
~~¾"~~	~~$4.00~~
~~1"~~	~~$6.00~~
~~1.5"~~	~~$9.00~~
~~2"~~	~~$9.00~~
~~MULTI FAMILY RESIDENTIAL SERVICE~~	
~~Meter Size~~	~~Conservation Fee~~
~~⅝"~~	~~$8.00~~
~~¾"~~	~~$15.00~~
~~1"~~	~~$20.00~~
~~1.5"~~	~~$50.00~~

~~2”~~	~~$105.00~~
~~3”~~	~~$150.00~~
~~4”~~	~~$305.00~~
~~6”~~	~~$525.00~~
~~8”~~	~~$750.00~~
~~COMMERCIAL SERVICE~~	
~~Meter Size~~	~~Conservation Fee~~
~~⅝"~~	~~$5.00~~
~~¾"~~	~~$12.50~~
~~1"~~	~~$20.00~~
~~1.5"~~	~~$32.00~~
~~2"~~	~~$65.00~~
~~3"~~	~~$110.00~~
~~4"~~	~~$200.00~~
~~6"~~	~~$285.00~~
~~8"~~	~~$350.00~~]

Conservation Fee by Meter Type and Date						
SINGLE FAMILY RESIDENTIAL SERVICE						
Meter Size\Effective Date	3/1/2009	2/1/2026	1/1/2027	1/1/2028	1/1/2029	1/1/2030
⅝"	$4	$4.20	$4.30	$4.50	$4.70	$4.90
¾"	$4	$4.20	$4.30	$4.50	$4.70	$4.90
1"	$6	$6.20	$6.50	$6.70	$7.00	$7.30

1.5"	$9	$9.40	$9.70	$10.10	$10.50	$10.90
2"	$9	$9.40	$9.70	$10.10	$10.50	$10.90
MULTI-FAMILY RESIDENTIAL SERVICE						
Meter Size\Effective Date	3/1/2009	2/1/2026	1/1/2027	1/1/2028	1/1/2029	1/1/2030
⅝"	$8	$8.30	$8.70	$9.00	$9.40	$9.70
¾"	$15	$15.60	$16.20	$16.90	$17.50	$18.20
1"	$20	$20.80	$21.60	$22.50	$23.40	$24.30
1.5"	$50	$52.00	$54.10	$56.20	$58.50	$60.80
2"	$105	$109.20	$113.60	$118.10	$122.80	$127.70
3"	$150	$156.00	$162.20	$168.70	$175.50	$182.50
4"	$305	$317.20	$329.90	$343.10	$356.80	$371.10
6"	$525	$546.00	$567.80	$590.60	$614.20	$638.70
8"	$750	$780.00	$811.20	$843.60	$877.40	$912.50
COMMERCIAL SERVICE						
Meter Size\Effective Date	3/1/2009	2/1/2026	1/1/2027	1/1/2028	1/1/2029	1/1/2030
⅝"	$5	$5.20	$5.40	$5.60	$5.80	$6.10
¾"	$12.50	$13.00	$13.50	$14.10	$14.60	$15.20
1"	$20	$20.80	$21.60	$22.50	$23.40	$24.30
1.5"	$32	$33.30	$34.60	$36.00	$37.40	$38.90
2"	$65	$67.60	$70.30	$73.10	$76.00	$79.10
3"	$110	$114.40	$119.00	$123.70	$128.70	$133.80
4"	$200	$208.00	$216.30	$225.00	$234.00	$243.30

6"	$285	$296.40	$308.30	$320.60	$333.40	$346.70
8"	$350	$364.00	$378.60	$393.70	$409.50	$425.80

TERMS OF PAYMENT: The charge set forth above is payable within twenty (20) days from date of bill.

REVIEW OF FEE. The governing body shall review the conservation fee every two (2) years after the date of adoption.

CITY OF SANTA FE - PUBLIC UTILITIES DEPARTMENT

WATER SERVICES DIVISION

RATE SCHEDULE [~~11~~]9

POTABLE WATER FILL STATION

APPLICABILITY: Water dispensed from the city's potable water fill station.

POTABLE WATER FILL STATION RATE:

A. CHARGES:

1. Base Rate: [~~$2.05 per 500 gallons or portion thereof~~] same as Tier 1 Commercial Usage Rate, charged per gallon

2. Surcharges

a. Water conservation surcharge (as an overlay onto the base rate) shall apply to water dispensed May 1 through October 31 [~~$0.50 per 500 gallons or portion thereof~~] with a 25% surcharge to base rate.

b. During Water Emergency Management Stages 2 or 3, surcharges (as an overlay onto the base rate) [~~$1.00 per 500 gallons or portion thereof~~] are a 50% surcharge to base rate.

B. SPECIAL TAX AND ASSESSMENT CLAUSE: The above charges shall be increased by an amount equal to the sum of taxes payable under the Gross Receipts and Compensating Tax

Act and of all other taxes, fees, or charges payable by the City and levied or assessed by any governmental authority on the public utility service rendered, or on the right or privilege of rendering the service, or on any object or event incidental to the rendition of the service.

OTHER CONDITIONS:

A. Upon the water division's approval of an application, the following may purchase water from the city's potable water fill station:

1. A customer of the city's water, sewer or refuse utilities; or

2. A person living within the city limits.

B. Payment is due at the time the application for water is approved by the water division, prior to dispensing.

C. The amount shall not exceed 5,000 gallons per purchase, not to exceed 20,000 gallons per month per purchaser.

D. There is no restriction on where the water may be used; however, the water shall be subject to the same use restrictions as all other city water set forth in this chapter including, but not limited to, conservation, water waste and emergency water regulations. Violations shall be subject to the same enforcement as other violations of this chapter.

E. The purchaser or their representative shall have, in their possession at the time and place of use of the water, the receipt from the city for the water.

F. During Water Emergency Management Stage 4, water shall not be dispensed at the potable water fill station.

G. The above conditions may be waived by the water division director, or [~~his or her~~] their designee, if it is determined that an emergency exists and that the water is necessary for the public's health, safety and welfare.

H. The city reserves the right to prohibit or limit the sale of water at the potable water fill station as it may deem necessary to protect the city's water supply and comply with the intent of the provisions of this chapter.

~~**[CITY OF SANTA FE**~~

~~**EMERGENCY WATER REGULATIONS**~~

~~**"WATER WARNING - ORANGE"**~~

~~**IMPLEMENTATION STAGE]**~~

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

APPROVED AS TO FORM:

Erin McSherry

Erin McSherry (Oct 24, 2025 16:21:16 MDT)

ERIN K. McSHERRY, CITY ATTORNEY

FIR No. 10718.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** x **Resolution:** _____

Short Title(s): Water Utility Rate Update

Sponsor(s): Councilor Amanda Chavez, Councilor Carol Romero-Wirth, Councilor Jame Cassutt

Reviewing Department(s): Public Utilities Department

Staff Completing FIR: Jesse Roach, Interim Public Utilities Director **Date:** September 25, 2025

Phone: (505) 955- 4309

Reviewed by City Attorney: Erin McSherry Erin McSherry (Oct 24, 2025 16:21:16 MDT) **Date:** 10/24/2025

Reviewed by Finance Director: Emily K. Oster **Date:** 10/24/2025

Summary:
If this bill is adopted, the rates for water utilities would increase 4% each year for five years, beginning February 1, 2026. The rate *structure* for residential water users would also change on January 1, 2027.

Departments Affected:
Public Utilities Department

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the water rates will remain unchanged, and the ability of the water utility to provide a safe, reliable, and resilient water supply to meet the needs of Santa Fe will, in the long term, be severely compromised.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None at this time.

Performance and Administrative Implications:
Implementing the Bill will require updates to utility billing software.

Fiscal Implications:
This rate increase is designed to generate revenue to support City of Santa Fe Water's operations budget and increased capital spending to update aging infrastructure and design and build a large project to increase water supply.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2026	FYE 2027	FYE 2028	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

Expenditure Narrative:

Revenue

Revenue Type	FYE 2026	FYE 2027	FYE 2028	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$0.7M	$2.14M	$3.65M	R	505
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:
Revenues for FY 2026-2028 from financial model projections with 4% rate increase. For FY26, the rate increase is effective for less than ½ of the fiscal year.

Signature:

Email: jdroach@santafenm.gov

CITY OF SANTA FE

FINANCE

DATE: November 6, 2025

TO: Governing Body, Finance Committee, Public Works and Utilities Committee, and Quality of Life Committee

FROM: Andy Hopkins, Budget Officer AJH
Christina Martinez, Senior Budget Analyst CFM

VIA: Emily K. Oster, Finance Director EKO

ITEM AND ISSUE:

The resolution approves budget amendments for the Buckman Direct Diversion and Santa Fe Solid Waste Management Agency and requests Department of Finance and Administration approval of City of Santa Fe ("City") budget amendments for the fiscal year quarter ending September 30, 2025 (First Quarter).

BACKGROUND AND SUMMARY:

Attached is a resolution listing increases/decreases to the Fiscal Year 2025-2026 (FY2025/26) operating and capital projects budget. These amendments are included in this resolution because they result in a net increase or decrease to the various funds affected, and thus require approval from the New Mexico Department of Finance/Local Government Division (DFA/LGD) as part of the quarterly budget resolution. The schedule of detail supporting these increases/decreases is presented as Exhibit A of the proposed resolution in four sections:

A. Sub-Section A: Amendments to FY 2025/26 Budget That Have Previously Been Approved by the Governing Body: these budget amendments have been previously approved by the Governing Body and reflect amendments that exceed $60,000 and result in a net increase or decrease to any funds (and do not represent re-appropriations of unspent budget amounts from the prior year); per City ordinance, such amendments require Governing Body approval. They are included in this resolution for the purpose of summarizing all quarterly budget amendments on a single resolution to provide to DFA/LGD for its review and approval. Presentation of these amendments in a single resolution in this way is much more efficient than the alternative of presenting a revised resolution to DFA/LGD for each individual budget amendment approved by the Governing Body.

B. Sub-Section B: Amendments to FY 2025/26 Budget Previously Approved by other City Actors pursuant to SFCC 1987, Section 11-4 (A), (B) and (G): these amendments were approved by and executed under the authority of the Finance Director (if the net budgetary change to any fund was under $5,000) or the City Manager (if the net budgetary change was between $5,000 and $60,000), per City ordinance. Also included are purely technical corrections and re-appropriations of unspent prior year budget amounts (including amounts over $60,000), which,

per City ordinance, the Finance Director may approve based on the prior year's Governing Body-approved budget authority.

C. Sub-Section C: Joint Operations (Buckman Direct Diversion & Santa Fe Solid Waste Management Agency) – Board-Approved Amendments to FY 2025/26 Budget: as the title of this section states, these amendments reflect net changes to the Buckman Direct Diversion and Santa Fe Solid Waste Management Agency joint operations budgets, approved and entered under the authority of the governing boards of those entities, contingent upon City approval. Like the amendments outlined above, these budgetary changes are included in this resolution for the purpose of presenting all quarterly net budgetary fund changes to DFA/LGD for its approval as required by New Mexico state statute.

D. Sub-Section D: Summary of All Quarterly Amendments to FY 2025/26 Budget by Fund: this section summarizes the net changes to all City funds detailed in the previous three sections (A-C). As shown at the bottom of this section, these amendments result in a net increase to the City's overall expenditure budget of $212,821,777 and a net increase to the overall revenue budget of $74,320,594. The resulting net expenditure increase of $138,501,183 (over and above additional revenue) is supported by current budgeted revenues and/or available fund balances.

Pursuant to SFCC 1987, Section 11-4 (D), the Budget Office summarizes all amendments resulting in net budgetary fund changes in a Resolution on a quarterly basis for Finance Committee consideration and Governing Body approval of the Resolution and subsequently submits said amendments to DFA/LGD for its approval.

ACTION RECOMMENDED:

Finance staff recommend that the Governing Body approve the resolution. Upon approval, the Resolution will be forwarded to DFA/LGD for its approval as is required by New Mexico state statute.

ATTACHMENTS

Resolution
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

APPROVING BUDGET AMENDMENTS FOR THE BUCKMAN DIRECT DIVERSION BOARD AND SANTA FE SOLID WASTE MANAGEMENT AGENCY AND REQUESTING THAT NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION APPROVE THE CITY OF SANTA FE'S FIRST QUARTER BUDGET AMENDMENTS FOR FISCAL YEAR 2026.

WHEREAS, SFCC 1987, Section 11-4(D), provides that budget adjustments approved by the City of Santa Fe's ("City's") Finance Director, City Manager, and the Governing Body shall be included by fund in a quarterly budget resolution approved by the Governing Body; and

WHEREAS, NMSA 1978, Section 6-6-2, provides that the Local Government Division of the New Mexico Department of Finance and Administration has the power and duty to authorize local public bodies to transfer funds from one budget item to another when the Secretary of the Department approves and a need exists meriting the transfer and the transfer is not prohibited by law; and

WHEREAS, Articles 3 and 4 of the Project Management and Fiscal Services Agreement

for the Buckman Direct Diversion Project requires that the Buckman Direct Diversion Project Board ("the BDD Board") establish and submit a budget to the City, Santa Fe County, and Las Campanas and to condition the BDD Board's approval of the budget on "appropriation by the City and/or [Santa Fe] County in an appropriate budget or budget amendment"; and

WHEREAS, the Joint Powers Agreement for the Santa Fe Solid Waste Management Agency ("the Waste Management Agency") requires that the Waste Management Agency recommend an annual budget, which "shall not be formally adopted or implemented unless and until it is approved by each of the City and [Santa Fe County]"; and

WHEREAS, the BDD Board and the Waste Management Agency have approved First Quarter adjustments for their respective budgets and these adjustments have been incorporated into the City's proposed First Quarter Budget amendments; and

WHEREAS, a First Quarter Review of the Fiscal Year 2026 Budget shows a need to address significant priorities through adoption of net budget amendments that the Governing Body, City Manager or Finance Director, Buckman Direct Diversion Board or the Santa Fe Solid Waste Management Agency's Board have authorized.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that it approves the budget amendments for the BDD Board and the Waste Management Agency; and

BE IT FURTHER RESOLVED that the Governing Body respectfully requests that the Secretary of the New Mexico Department of Finance and Administration approve the First Quarter Budget Amendments, as detailed on the attached Exhibit A, and that the Local Government Division then authorize the amendments.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:

Erin McSherry

Erin McSherry (Nov 7, 2025 15:16:55 MST)

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2025/Resolutions/FY26 First Quarter Budget Amendments

EXHIBIT A

CITY OF SANTA FE

1st QUARTER FY 2025/26

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SUB-SECTION [A]

AMENDMENTS TO FY 2025/26 BUDGET THAT HAVE PREVIOUSLY BEEN APPROVED BY THE GOVERNING BODY

CITY OF SANTA FE - FIRST QUARTER FY 2025/2026
SUB-SECTION [A]: BUDGET AMENDMENTS PREVIOUSLY APPROVED BY THE GOVERNING BODY

Fund	*Fund Title*	*Amendment Description*	*Expenditure Increase (Decrease)*	*Revenue Increase (Decrease)*	*Budgeted Net Fund Increase (Decrease)*
100	General Fund	Re-appropriation from unspent FY25 CBA allocation to support incentives and related FICA expenses for AFSCME eployees *[CC apvd. 9/24/25 #9-L]*	$ 611,452	$ -	$ (611,452)
100	General Fund	Appropriation from available balance to fund the Ambulance Supplemental Payment Program intergovernmental transfers *[CC apvd. 8/27/25, #9-p]*	583,621	-	(583,621)
100	General Fund	Re-appropriation of previous year one-time funding for professional contracts, equipment and machinery *[CC apvd. 9/10/25 #9-q, -r]*	475,504	-	(475,504)
100	General Fund	Re-appropriation unspent prior year budget for Council Chamber remodel *[CC apvd. 6/11/25, #9-e]*	400,000	-	(400,000)
100	General Fund	Re-appropriation unspent prior year budget for intersection markings city-wide *[CC apvd. 9/24/25, #9-d]*	290,671	-	(290,671)
100	General Fund	Appropriation from NM Crime Victims Reparations Commission STOP Violence Agaist Women Act to fund a domestic violence response team *[CC apvd. 9/24/25, #9-e]*	(13,272)	-	13,272
210	Capital Equipment Reserve	Transfer of FY25 auction proceeds to CIP construction for vehicle replacements *[CC apvd. 7/11/25 #9-d]*	126,000	126,000	-
212	Economic Development	Re-appropriation of unspent prior year one time funding for various ongoing Metropolitan Redevelopment Agency projects *[CC apvd. 8/27/25, #9-q]*	78,285	-	(78,285)
213	Lodgers' Tax Fund	Re-appropriation from unspent FY25 one-time funding for contracted security services for the downtown area *[CC apvd. 8/27/25, #9-0]*	244,838	-	(244,838)
213	Lodgers' Tax Fund	Appropriation of NM Tourism Department Cooperative Marketing and Advertising Program grant *[CC apvd. 7/30/2025, #9-m]*	44,283	44,283	-
223	Law Enforcement	Appropriation of NM DOH grant for a coordinated community response to community violence *[CC apvd. 8/13/25, #9-o]*	460,000	460,000	-
232	Impact Fees Fund	Allocation of roads impact fees for the Guadalupe Street CIP project *[CC apvd. 7/30/2025, #9-h]*	1,220,000		(1,220,000)
232	Impact Fees Fund	Allocation of roads impact fees to the St. Michael's Rail Trail Pedestrian Crossing project *[CC apvd. 6/25/25, #10-i]*	42,792	-	(42,792)
233	Transportation Grants	Adjustment to NM DOT Ridefinders grant based on final award *[CC apvd. 9/10/25, #9-e]*	-	287,052	287,052
240	Community Development	Re-appropriation of unspent prior year grant funding for professional contracts *[CC apvd. 7/30/2025, #9-j]*	3,400,000	-	(3,400,000)
240	Community Development	Appropriation from NM Department of Workforce Solutions grant to fund street outreach, and improvements to the homelessness response operations *[CC apvd. 9/24/25, #10-b]*	1,642,023	1,642,023	-
240	Community Development	Re-appropriation of unspent prior year budget for the Mayors for a Guaranteed Income program *[CC apvd. 7/30/2025, #10-d]*	1,000,000	-	(1,000,000)
240	Community Development	Re-allocation of funding for ARPA term Economic Development Specialist position to the correct location *[CC apvd. 6/25/25, #9-dd]*	97,208	97,208	-
240	Community Development	Appropriation from NM Crime Victims Reparations Commission STOP Violence Agaist Women Act to fund a domestic violence response team *[CC apvd. 9/24/25, #9-e]*	77,210		(77,210)

Fund	Fund Title	Amendment Description	Expenditure Increase (Decrease)	Revenue Increase (Decrease)	Budgeted Net Fund Increase (Decrease)
325	CIP Special Projects	Appropriation from available GRT reserves for ongoing costs related to the Enterprise Resource Planning (ERP) implementation and updates *[CC apvd. 9/10/2025, #9-c]*	3,683,246	1,893,185	(1,790,061)
325	CIP Special Projects	Re-appropriation of unspent prior year budget for Questica and Vertosoft software implementation *[CC apvd. 9/10/25 #9-s]*	845,551	-	(845,551)
330	CIP Streets & Roadways	Allocation of roads impact fees for the Guadalupe Street CIP project *[CC apvd. 7/30/2025, #9-h]*	1,220,000	1,220,000	-
330	CIP Streets & Roadways	Appropriation of NM DFA grant funding for Tierra Contenta Trail improvements *[CC apvd. 7/30/2025, #9-g]*	300,000	300,000	-
330	CIP Streets & Roadways	Appropriation of NM DOT grant for the Governor Miles Road improvements project *[CC apvd. 6/25/25, #9-bb]*	150,000	150,000	-
330	CIP Streets & Roadways	Appropriation of NM DOT/US DOT-FHWA grant to support the Agua Fria/Cottonwood Roundabout CIP project *[CC apvd. 9/24/25, #10-a]*	65,729	65,729	-
330	CIP Streets & Roadways	Allocation of roads impact fees to the St. Michael's Rail Trail Pedestrian Crossing project *[CC apvd. 6/25/25, #10-i]*	42,792	42,792	-
345	CIP Community Development	Appropriation of NM DFA grant to fund permanent and transitional housing to end homelessness *[CC apvd. 8/27/25, #9-m]*	400,000	400,000	-
355	CIP Parks and Trails	Appropriation of NM grant for SWAN Park improvement project Phase 2 *[CC apvd. 7/30/2025, #9-e]*	380,000	380,000	-
355	CIP Parks and Trails	Appropriation from NM DFA grant funding for Shelby Street pedestrian bridge replacement *[CC apvd. 9/24/25 #9-f]*	250,000	250,000	-
365	½% GRT Income Fund	Appropriation from available GRT reserves for ongoing costs related to the Enterprise Resource Planning (ERP) implementation and updates *[CC apvd. 9/10/2025, #9-c]*	1,893,185	-	(1,893,185)
365	½% GRT Income Fund	Appropriation from 1/2% GRT Fund for emergency procurement of equipment for ice arena repair *[CC apvd. 8/13/25, #10-a]*	222,098	-	(222,098)
365	½% GRT Income Fund	Allocation of FY25 auction proceeds for vehicle replacements *[CC apvd. 7/11/25 #9-d]*	126,000	126,000	-
500	Waste Water Management	Appropriation from available balance to extend on-call engineering services contracts *[CC apvd. 7/9/25, #9-h, 7/30/25 #10-b, 8/13/25, #9-c, 8/27/25, #9-e, 8/29/25, #9-i]*	6,322,825	-	(6,322,825)
500	Waste Water Management	Appropriation from available balance to fund on-call construction services *[CC apvd. 8/27/25 #9-d, 9/10/25 #9-b, 9/24/25 #9-o/#9q]*	5,409,375	-	(5,409,375)
500	Waste Water Management	Appropriation from available balance to fund professional contracts *[CC apvd. 8/13/25, #9-j, 9/10/25 #9-d]*	1,752,053	-	(1,752,053)
500	Waste Water Management	Appropriation from available balance for temporary staffing *[CC apvd. 6/25/25, #9-z, 8/27/25, #9-f]]*	824,885	-	(824,885)
500	Waste Water Management	Appropriation from available balance for sewage sludge disposal services *[CC apvd. 9/24/25, #9-n]*	500,000	-	(500,000)
505	Water Management	Appropriation from available balance to fund Water CIP construction contracts *[CC appvd. 8/27/25, #9g/#9h, 9/10/25, #9-f]*	15,540,938	-	(15,540,938)
505	Water Management	Appropriation from available balance for on-call engineering services for Water CIP projects *[CC apvd. 6/25/25, #10-a, 8/27/25, #9-k]*	3,420,561	-	(3,420,561)
505	Water Management	Appropriation from available balance for emergency construction services *[CC apvd. 6/25/25, #10-b]*	540,938	-	(540,938)
540	Transit Bus System	Appropriation of NM DFA grant for Transit agency operations *[CC apvd. 9/10/25, #9-n]*	-	2,005,789	2,005,789
545	Airport	Appropriation of NMDOT Rural Air Service Enhancement program grant for air service to Los Angeles *[CC apvd. 9/10/25, #9-g]*	1,000,000	1,000,000	-

Fund	Fund Title	Amendment Description	Expenditure Increase (Decrease)	Revenue Increase (Decrease)	Budgeted Net Fund Increase (Decrease)
545	Airport	Adjustment to NM DOT grant based on final award *[CC apvd. 7/9/25, #9-e]*	3,799	3,799	-
550	Genoveva Chavez Community Ctr	Appropriation from 1/2% GRT Fund for emergency procurement of equipment for ice arena repair *[CC apvd. 8/13/25, #10-a]*	222,098	222,098	-
TOTAL - Budget Amendments Previously Approved by the Governing Body			***$ 55,896,688***	***$ 10,715,958***	***$ (45,180,730)***

CITY OF SANTA FE

1st QUARTER FY 2025/26

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SUB-SECTION [B]

AMENDMENTS TO FY 2025/26 BUDGET PREVIOUSLY APPROVED BY OTHER CITY ACTORS PURSUANT TO SFCC 1987, SECTION 11-4 (A), (B), AND (G)

CITY OF SANTA FE - FIRST QUARTER FY 2025/2026
SUB-SECTION [B]: BUDGET AMENDMENTS PREVIOUSLY APPROVED BY OTHER CITY ACTORS

Fund	*Fund Title*	*Amendment Description*	*Expenditure Increase (Decrease)*	*Revenue Increase (Decrease)*	*Budgeted Net Fund Increase (Decrease)*
100	General Fund	Re-appropriation of unspent prior year budget for Police vehicles, equipment, and maintenance costs	$ 2,815,940	$ -	$ (2,815,940)
100	General Fund	Re-appropriation from unspent prior year capital budget	932,461	-	(932,461)
100	General Fund	Re-appropriation from unspent FY25 capital budgets to fund equipment purchases for Parks	253,091	-	(253,091)
100	General Fund	Re-appropriation of unspent prior year Public Works grants and capital budget	183,750	-	(183,750)
100	General Fund	Re-appropriation of unspent prior year budget for Recreation capital projects	64,935	-	(64,935)
100	General Fund	Re-appropriation of one-time funding for professional contracts	60,000	-	(60,000)
100	General Fund	Re-appropriation from unspent FY25 one-time funding for enhancements to communications and outreach efforts in the Office of Affordable Housing	60,000	-	(60,000)
100	General Fund	Re-appropriation of unspent FY25 budget to purchase new asset management and work order system	54,702	-	(54,702)
100	General Fund	Re-appropriation of unspent prior year budget for Fire professional contracts	52,223	52,223	-
100	General Fund	Re-appropriation of unspent FY25 one-time funding for fiscal agent fees and legislative grants for Public Works	46,027	-	(46,027)
100	General Fund	Re-appropriation of unspent prior year one-time funding for Bicentennial Tot Pool improvements	40,000	-	(40,000)
100	General Fund	Re-appropriation of unspent prior year one-time funding for temporary salaries	40,000	-	(40,000)
100	General Fund	Re-appropriation from unspent FY25 one-time funding for upgrades to courtroom audio/video equipment	33,000	-	(33,000)
100	General Fund	Re-appropriation of previous year one-time funding for Library exterior security cameras	25,000	-	(25,000)
100	General Fund	Adjustment to ITT internal service charges to Facilities for hardware purchases	11,140	11,140	-
100	General Fund	Re-appropriation of unspent prior year budget for Parks service contracts	7,022	-	(7,022)
100	General Fund	Correction to allocation of interest on investments from original budget upload	(20,215)	-	20,215
100	General Fund	Correction to allocation of interest on investments from original budget upload	(22,866)	-	22,866
212	Economic Development	Re-appropriation of unspent prior year budget for design services for ongoing projects	3,217,714	-	(3,217,714)
212	Economic Development	Re-appropriation of unspent prior year grant funding for ongoing projects	350,365	-	(350,365)
212	Economic Development	Re-appropriation of prior year Creative Industries Grant award to connect entrepreneurs with resources for growth and development	100,000	-	(100,000)
213	Lodgers' Tax Fund	Re-appropriation of unspent prior year budget for the Greer Garson Theater feasibility study project	60,000	-	(60,000)
221	Emergency Services	Re-appropriation of unspent prior year NM State Fire Fund grant for Fire operations	653,452	-	(653,452)
221	Emergency Services	Re-appropriation of unspent prior year grant funding for Emergency Management projects	163,509	163,509	-

Fund	Fund Title	Amendment Description	Expenditure Increase (Decrease)	Revenue Increase (Decrease)	Budgeted Net Fund Increase (Decrease)
221	Emergency Services	Appropriation of Firehouse Subs Public Safety Foundation grant for the procurement of gas detectors and accessories	23,609	23,609	-
223	Law Enforcement	Re-appropriation of unspent prior year budget for Police vehicles, equipment, and maintenance costs	617,674	-	(617,674)
223	Law Enforcement	Re-appropriation of unspent prior year grant funding for the Youth Community Violence Interruption project	447,750	447,750	-
231	City Drainage Fund	Re-appropriation of unspent prior year budget for ongoing storm water drainage maintenance projects	3,468,529	1,085,188	(2,383,341)
240	Community Development	Re-appropriation of unspent prior year NM DFA grant supporting coronavirus recovery for the SF Community Housing Authority	2,000,000	2,000,000	-
240	Community Development	Adjustment to re-budget remaining portion of prior year ARPA grant to fund ongoing human services-related projects	1,512,703	-	(1,512,703)
240	Community Development	Adjustment to re-budget remaining portion of prior year ARPA grant to fund behavioral health & community violence intervention	808,769	-	(808,769)
240	Community Development	Adjustment to re-budget remaining portion of prior year appropriation for behavioral health & community violence intervention	86,455	-	(86,455)
251	Library Fund	Re-appropriation of prior year one-time funding for Library exterior security cameras	25,000	-	(25,000)
255	Quality of Life Fund	Re-appropriation of unspent prior year budget for ongoing projects	30,978	-	(30,978)
256	Recreation Fund	Re-appropriation of unspent prior year budget for Recreation capital projects	227,300	-	(227,300)
260	Santa Fe Film Office	Re-appropriation from prior year budget for office space lease costs	41,500	-	(41,500)
260	Santa Fe Film Office	Re-appropriation from unspent prior year budget to cover various operating expenses	25,244	-	(25,244)
315	Resource Conservation CIP	Adjustment to re-budget remaining portion of multi-year grant capital funds for microgrids	500,033	375,025	(125,008)
315	CIP Resource Conservation	Re-appropriation of unspent prior year Public Works grants and capital budgets	14,251	-	(14,251)
315	Resource Conservation CIP	Appropriation from available balance to fund microgrids	794	794	-
320	CIP Facilities	Re-appropriation of unspent prior year grants and capital budget for ongoing Facilities projects	13,392,555	1,882,324	(11,510,231)
320	CIP Facilities	Re-appropriation of unspent prior year budget for La Familia roof replacement	1,400,000	-	(1,400,000)
330	CIP Streets & Roadways	Re-appropriation of unspent prior year budget for ongoing citywide streets CIP projects	15,139,257	6,775,207	(8,364,050)
335	CIP Bond Acquisition	Re-appropriation of unspent prior year Public Works grants and capital budgets	273,079	-	(273,079)
345	CIP Community Development	Re-appropriation of unspent prior year grants and capital budgets	995,885	804,459	(191,426)
350	CIP Arts and Culture	Re-appropriation of unspent prior year Public Works grants and capital budgets	550,361	550,361	-
355	CIP Parks and Trails	Re-apropriation of unspent prior year WIP construction for parks and trails	15,656,725	10,763,572	(4,893,153)
365	½% GRT Income Fund	Re-appropriation of unspent prior year capital budgets	4,562,232	-	(4,562,232)
365	½% GRT Income Fund	Re-appropriation of unspent prior year grants and capital budgets	806,990	-	(806,990)
365	½% GRT Income Fund	Re-apropriation of unspent prior year capital budget for ongoing traffic calming projects	344,023	-	(344,023)
500	Waste Water Management	Re-appropriation of unspent prior year budget for Wastewater CIP projects design and construction	14,150,621	-	(14,150,621)
505	Water Management	Adjustment of ITT internal service charges to Water Division for hardware purchases	27,300	-	(27,300)

Fund	Fund Title	Amendment Description	Expenditure Increase (Decrease)	Revenue Increase (Decrease)	Budgeted Net Fund Increase (Decrease)
515	Railyard Properties	Re-appropriation of unspent prior year Public Works grants and capital budgets	1,061,145	100,000	(961,145)
520	Santa Fe Convention Center	Re-appropriation of unspent prior year budget for various Convention Center improvements	2,571,310	-	(2,571,310)
525	Midtown Property	Re-appropriation of unspent prior year Public Works grants and capital budgets	6,399,585	5,807,400	(592,185)
530	Municipal Recreation Complex	Re-appropriation of unspent prior year budget for ongoing MRC improvement projects	6,012,533	-	(6,012,533)
530	Municipal Recreation Complex	Re-appropriation of unspent prior year budget for ongoing MRC capital projects	219,057	-	(219,057)
535	Parking	Re-appropriation of unspent prior year budget for capital purchases	52,205	-	(52,205)
540	Transit Bus System	Re-appropriation of unspent prior year grant and capital budgets	4,118,665	1,580,064	(2,538,601)
545	Airport	Adjustment to re-budget remaining portion of prior year CIP projects, grants, and capital outlay for Airport expansion construction	17,932,944	-	(17,932,944)
550	Genoveva Chavez Community Ctr	Re-appropriation of unspent prior year budget for GCCC CIP projects	207,446	-	(207,446)
550	Genoveva Chavez Community Ctr	Transfer from Recreation to GCCC to fund deferred maintenance for the Aquatics program	50,000	50,000	-
550	Genoveva Chavez Community Ctr	Re-appropriation of unspent prior year budget for Recreation capital projects	6,700	-	(6,700)
600	Risk Management	Adjustment to Safety original budget to correct spreadsheet error	10,400	-	(10,400)
620	Services to Other Departments	Re-appropriation of unspent prior year budget for radio replacement and installation charges	577,718	-	(577,718)
620	Services to Other Departments	Adjustment of ITT internal service charges to Water Division for hardware purchases	27,800	27,800	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Airport for mobile phone/tablet purchases	12,800	12,800	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Facilities Maintenance for tablet purchases	11,140	11,140	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Planning & Land Use for mobile phone communication charges	4,800	4,800	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Public Works for hardware purhcase	2,701	2,701	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Planning & Land Use for hardware purchases	2,000	2,000	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Wastewater Division for hardware purchases	1,700	1,700	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Utility Customer Service for software purchases	1,200	1,200	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Environmental Services Division for mobile phone purchase	1,200	1,200	-
TOTAL - Budget Amendments Previously Approved by Other City Actors			***$ 125,595,916***	***$ 32,537,966***	***$ (93,057,950)***

CITY OF SANTA FE

1st QUARTER FY 2025/26

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SUB-SECTION [C]

JOINT OPERATIONS (BUCKMAN DIRECT DIVERSION & SF SOLID WASTE MANAGEMENT AGENCY) – BOARD-APPROVED AMENDMENTS TO FY 2025/26 BUDGET

CITY OF SANTA FE - FIRST QUARTER FY 2025/2026
SUB-SECTION [C]: JOINT OPERATIONS - BOARD-APPROVED BUDGET AMENDMENTS

Fund	*Fund Title*	*Amendment Description*	*Expenditure Increase (Decrease)*	*Revenue Increase (Decrease)*	*Budgeted Net Fund Increase (Decrease)*
800	Buckman Direct Diversion	Adjustments reflecting final BDD Board-approved budget	$ 10,572,676	$ 10,572,676	$ -
800	Buckman Direct Diversion	Appropriation from the BDD Repair & Replacement/Settlement Fund for technical services	2,671,875	2,671,875	
800	Buckman Direct Diversion	Re-appropriation of unspent prior year budget for purchase of vehicles	228,712	-	(228,712)
800	Buckman Direct Diversion	Appropriation from the BDD Repair & Replacement/Settlement Fund for project engineering services	200,000	200,000	-
801	BDD Repair & Replacement Fund	Appropriation from the BDD Repair & Replacement Fund for technical services	2,671,875	-	(2,671,875)
801	BDD Repair & Replacement Fund	Adjustments reflecting final BDD Board-approved budget	1,786,519	1,786,519	-
801	BDD Repair & Replacement Fund	Appropriation from the BDD Repair & Replacement Fund for engineering services	200,000	-	(200,000)
810	SF Solid Waste Mgmt Agency	Adjustment reflecting final SFSWMA Board-approved budget	12,541,955	13,085,600	543,645
810	SF Solid Waste Mgmt Agency	Appropriation from available balance for purchase of equipment/machinery	249,716	-	(249,716)
810	SF Solid Waste Mgmt Agency	Appropriation from available balance for vehicle purchases	205,845	-	(205,845)
811	SWMA Equip Replacement Fund	Adjustment reflecting final SFSWMA Board-approved budget	-	1,200,000	1,200,000
813	SWMA Cell Developmt Reserve	Adjustment reflecting final SFSWMA Board-approved budget	-	300,000	300,000
815	SWMA Closure/Post-Closure Reserve	Adjustment reflecting final SFSWMA Board-approved budget	-	300,000	300,000
816	SWMA CIP Fund	Adjustment reflecting final SFSWMA Board-approved budget	-	950,000	950,000
TOTAL - Joint Operations - Board Approved Budget Amendments			***$ 31,329,173***	***$ 31,066,670***	***$ (262,503)***

CITY OF SANTA FE

1st QUARTER FY 2025/26

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SUB-SECTION [D]

SUMMARY OF ALL QUARTERLY AMENDMENTS TO FY 2025/26 BUDGET BY FUND

CITY OF SANTA FE - FIRST QUARTER FY 2025/2026
SUB-SECTION [D]: TOTAL QUARTERLY AMENDMENTS BY FUND

Fund	*Fund Title*	*Expenditure Increase (Decrease)*	*Revenue Increase (Decrease)*	*Budgeted Net Fund Increase (Decrease)*
100	General Fund	$ 6,984,186	$ 63,363	$ (6,920,823)
210	Capital Equipment Reserve	126,000	126,000	-
212	Economic Development	3,746,364	-	(3,746,364)
213	Lodgers' Tax Fund	349,121	44,283	(304,838)
221	Emergency Services	840,570	187,118	(653,452)
223	Law Enforcement	1,525,424	907,750	(617,674)
231	City Drainage Fund	3,468,529	1,085,188	(2,383,341)
232	Impact Fees Fund	1,262,792	-	(1,262,792)
233	Transportation Grants	-	287,052	287,052
240	Community Development	10,624,368	3,739,231	(6,885,137)
251	Library Fund	25,000	-	(25,000)
255	Quality of Life Fund	30,978	-	(30,978)
256	Recreation Fund	227,300	-	(227,300)
260	Santa Fe Film Office	66,744	-	(66,744)
315	CIP Resource Conservation	515,078	375,819	(139,259)
320	CIP Facilities	14,792,555	1,882,324	(12,910,231)
325	CIP Special Projects	4,528,797	1,893,185	(2,635,612)
330	CIP Streets & Roadways	16,917,778	8,553,728	(8,364,050)
335	CIP Bond Acquisition	273,079	-	(273,079)
345	CIP Community Development	1,395,885	1,204,459	(191,426)
350	CIP Arts and Culture	550,361	550,361	-
355	CIP Parks and Trails	16,286,725	11,393,572	(4,893,153)
365	½% GRT Income Fund	7,954,528	126,000	(7,828,528)
500	Waste Water Management	28,959,759	-	(28,959,759)
505	Water Management	19,529,737	-	(19,529,737)
515	Railyard Properties	1,061,145	100,000	(961,145)
520	Santa Fe Convention Center	2,571,310	-	(2,571,310)
525	Midtown Property	6,399,585	5,807,400	(592,185)
530	Municipal Recreation Complex	6,231,590	-	(6,231,590)
535	Parking	52,205	-	(52,205)
540	Transit Bus System	4,118,665	3,585,853	(532,812)
545	Airport	18,936,743	1,003,799	(17,932,944)
550	Genoveva Chavez Community Ctr	486,244	272,098	(214,146)
600	Risk Management	10,400	-	(10,400)
620	Services to Other Departments	643,059	65,341	(577,718)
800	Buckman Direct Diversion	13,673,263	13,444,551	(228,712)
801	BDD Repair & Replacement Fund	4,658,394	1,786,519	(2,871,875)
810	SF Solid Waste Mgmt Agency	12,997,516	13,085,600	88,084
811	SWMA Equip Replacement Fund	-	1,200,000	1,200,000
813	SWMA Cell Developmt Reserve	-	300,000	300,000
815	SWMA Closure/Post-Closure Reserve	-	300,000	300,000
816	SWMA CIP Fund	-	950,000	950,000
QUARTERLY TOTAL - ALL FUNDS		***$ 212,821,777***	***$ 74,320,594***	***$ (138,501,183)***

FIR No. 10726

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): First Quarter Budget Amendments, Fiscal Year 2025/2026

Sponsor(s): Mayor Alan Webber

Reviewing Department(s): Finance Department

Staff Completing FIR: Christina Martinez Date: 11/6/2025 **Phone:** (505) 629-3063

Reviewed by City Attorney: Erin McSherry Erin McSherry (Nov 7, 2025 15:16:55 MST) **Date:** 11/07/2025

Reviewed by Finance Director: Emily K. Oster **Date:** 11/07/2025

Summary:
The purpose of the Resolution is to approve Buckman Direct Diversion and Santa Fe Solid Waste Management Agency budget adjustments and request the Department of Finance Authority to approve First Quarter FY 2026 budget amendments in the form of increases and decreases to various funds, which include adjustments for department priorities, grant adjustments, prior year encumbrances, and increases supported by available revenue.

Departments Affected:
Various.

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the City's budget will not sufficiently reflect the City's actual revenues and expenditures and adjustments would not be submitted to the New Mexico Department of Finance Administration's approval, as is required by New Mexico State law, NMSA 1978, Section 6-6-2(H).

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None.

Performance and Administrative Implications:
None. Staff have already performed the necessary actions to comport with the purpose of the proposed budget amendments.

Fiscal Implications:
See Resolution, Exhibit A –City of Santa Fe 1st Quarter FY 2025-26 Budget Amendments.

Fiscal Impact
_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 26	FYE 27	FYE 28	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$ †	$ 0	$ 0	N	NR	†	
Capital Outlay	$ †	$ 0	$ 0	N	NR	†	
Contractual/ Professional Services	$ †	$ 0	$ 0			†	
Operating	$ †	$ 0	$ 0			†	
Total:	$ †	$ 0	$ 0			†	$ †

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

Governing Body approval is required for all of the previous quarter's changes to budgeted expenditures and transfers out.

Revenue

Revenue Type	FYE 26	FYE 27	FYE 28	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$ †	$ 0	$ 0	NR	†
Special Revenue	$ †	$ 0	$ 0	NR	†
CIP	$ †	$ 0	$ 0	NR	†
Enterprise	$ †	$ 0	$ 0	NR	†
Internal Service	$ †	$ 0	$ 0	NR	†
Trust & Agency	$ †	$ 0	$ 0	NR	†
Federal	$ †	$ 0	$ 0	NR	†
Other	$ †	$ 0	$ 0	NR	†
Total	$ †	$ 0	$ 0		

Revenue Narrative:

Governing Body approval is required for all of the previous quarter's changes to budgeted revenues and transfers in.

† ***See Exhibit A – Resolution Detail by Fund***

CITY OF SANTA FE

Memorandum

Date: October 23, 2025

To: Governing Body, Public Works and Utilities Committee, Quality of Life Committee, Finance Committee

From: Sam Burnett, Interim Public Works Department Director
Marci Eannario, Legislation and Policy Innovation Manager
Christine Spiers, Legislative Assistant

Via: Erin K. McSherry, City Attorney EM
Mark Scott, City Manager

RE: 2026 Legislative Priorities

EXECUTIVE SUMMARY:

The proposed resolution establishes the City of Santa Fe's ("City's") priorities for the 2026 Legislative Session. The resolution includes citywide capital outlay requests, district capital outlay requests, and policy priorities for the Governing Body.

The capital outlay requests this year are those adopted as the top five requests in the City's ICIP list. Specifically, they include the following items: 1) permanent and transitional housing to end veteran, youth, and chronic homelessness, 2) replacement of the Paseo Real Wastewater Reclamation Facility, 3) the Police Training Facility Project, 4) the Santa Fe Regional Airport Terminal Expansion Phase II, 5) the Midtown Redevelopment Infrastructure Improvements.

This resolution also includes district-specific capital outlay requests as follows: funding for the Arroya Torreon Stabilization project in District 1, funding for the Ragle Park Baseball Field Upgrades in District 2, funding for the Santa Fe Beautification projects construction in District 3, funding for the Herb Martinez Park Improvements in District 4.

The policy priorities include, but are not limited to, the expansion of affordable housing availability, expansion of services for homeless families and individuals; support for the City and Santa Fe County partnership, "CONNECT"; support for economic mobility efforts related to community and economic development; support for violence intervention programs; support for addressing fentanyl as a community health crisis through meaningful partnerships between State, County and City agencies; support for water conservation, recycling, and other environmental

priorities; elimination of the three percent property tax increase on non-owner-occupied residences; and a statewide business licensing system.

BACKGROUND:

Every year the Governing Body adopts capital outlay and policy priorities for the Legislature's consideration during the next legislative session. The City has successfully lobbied for numerous capita outlay projects and policy issues in the past. Some items included in the resolution have been policy priorities for multiple years.

ATTACHMENTS:

Resolution
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

ESTABLISHING THE CITY OF SANTA FE'S PRIORITIES FOR CONSIDERATION BY THE NEW MEXICO STATE LEGISLATURE DURING THE 57TH LEGISLATURE – STATE OF NEW MEXICO – SECOND SESSION, 2026.

WHEREAS, the 30-day Legislative Session ("Legislative Session") of the 2026 New Mexico State Legislature ("Legislature") begins on January 20, 2026, and ends on February 19, 2026; and

WHEREAS, the Governing Body desires to establish City of Santa Fe ("City") legislative priorities to be considered by the City's legislative delegation and the Legislature; and

WHEREAS, the Governing Body's legislative priorities include City-wide capital outlay priorities, statutory priorities, general fund priorities, City Council District capital outlay priorities, and other legislative priorities beneficial to the City to be pursued during the Legislative Session.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Governing Body hereby adopts priorities for the Legislative Session, consistent with Resolution No. 2025-44 (adopting the City's Infrastructure Capital Improvements Plan ("ICIP") for 2027-2031) and as specified below. The specific amount requested from the legislature

for each project is either all or part of the City's Fiscal Year 2027 budget as represented in the ICIP for each project.

1. From any statewide capital outlay initiative associated with homelessness and housing, the City requests funding in the amount of **$10,000,000** for permanent and transitional housing to end veteran, youth, and chronic homelessness;

2. From any statewide capital outlay initiative associated with water and wastewater, the City requests funding in the amount of **$5,000,000** for the replacement Paseo Real Wastewater Reclamation Facility;

3. From any statewide capital outlay initiative associated with public safety, the City requests funding in the amount of **$750,000** for the Police Training Facility project.

4. From any statewide capital outlay initiative associated with airports, regional transportation and economic development, the City requests funding in the amount of **$5,000,000** for the Santa Fe Regional Airport Terminal Expansion Phase II.

5. From any statewide capital outlay initiative associated with economic development, affordable housing, and urban redevelopment, the City requests funding in the amount of **$10,000,000** for the Midtown Redevelopment Infrastructure Improvements.

BE IT FURTHER RESOLVED that, as is consistent with Resolution No. 2022-12 (establishing next steps for the Midtown Property), the Governing Body requests the Legislature enact a Joint Resolution ratifying and approving the transfer of one or more tracts of City-owned real property to the State of New Mexico Department of Public Safety in trade and exchange for the transfer of multiple tracts of State-owned real property to the City of Santa Fe, New Mexico for the Midtown Redevelopment Project, including the property known as "Tract O", instrument #2052655.

BE IT FURTHER RESOLVED that the Governing Body supports legislation that funds the New Mexico Department of Transportation for capital projects within Santa Fe, especially for the following:

1. Cerrillos Road Phase III reconstruction project, which is shovel-ready and will improve a gateway to downtown Santa Fe for end-of-life replacement of signals on US 285;
2. St. Francis Drive within Santa Fe's city limits, with emphasis on the West Alameda Street and St. Francis intersection.

BE IT FURTHER RESOLVED that the Governing Body supports legislation that enhances the Downtown Improvement District of Santa Fe including such items as revised streetscapes, improved signage, placemaking, Americans with Disabilities Act considerations, and litter collection.

BE IT FURTHER RESOLVED that the Governing Body renews its request that the Legislature support legislation that promotes water reuse and water planning and other legislation designed to improve overall sustainability at the state and local level.

BE IT FURTHER RESOLVED that the Governing Body re-affirms its support for and endorsement of legislation that would support municipal recycling programs and other programs that support recycling market development.

BE IT FURTHER RESOLVED that the Governing Body hereby establishes the following City Council District capital outlay legislative funding priorities for improvements of citywide infrastructure for consideration by the Legislature during the Legislative Session:

1. For a capital outlay initiative located within **City Council District 1**, **$1,000,000** for Arroyo Torreon Stabilization project to address erosion of [soil on properties with?] affordable housing.
2. For a capital outlay initiative located within **City Council District 2**, **$1,000,000** for the Ragle Park Baseball Field Upgrades.
3. For a capital outlay initiative located within **City Council District 3**, **$1,000,000** for Santa Fe Median Beautification Project construction.
4. For a capital outlay initiative located within **City Council District 4**, **$875,000** for Herb Martinez Park Improvements for safety, accessibility, and sustainability.

BE IT FURTHER RESOLVED that, consistent with Resolution No. 2023-32, the Governing

Body hereby establishes the following capital outlay legislative funding priority for any initiative associated with public safety: **$1,150,000** to plan, design, and construct much needed renovations of the Municipal Court building including adding security measures.

BE IT FURTHER RESOLVED that the Governing Body supports legislation to restrict deadly weapons in public buildings unless a local government opts out of the restriction and place a constitutional referendum on the ballot to permit municipalities and counties to restrict firearms to the extent constitutionally permissible, while continuing to disallow municipalities and counties from regulating firearms in a manner that is less restrictive than the State.

BE IT FURTHER RESOLVED that the Governing Body supports and endorses the following firearms legislation:

1. Creating a New Mexico Office of Gun Violence Prevention;
2. Funding for regional and/or local collaboration to address youth gun violence;
3. Raising the age of purchase for certain rifles;
4. Banning assault-style weapons;
5. Creating mandatory minimum sentencing for illegal firearms trafficking; and
6. Enhancing the penalty for the illegal possession of a firearm during any crime, including during the illegal sale of drugs.

BE IT FURTHER RESOLVED that the Governing Body supports continued funding for the Violence Intervention Program fund, including money for operational capacity.

BE IT FURTHER RESOLVED that the Governing Body supports and endorses funding for interventions and responses to domestic violence, sexual assault, and human trafficking, including the expansion of a coordinated, comprehensive approach that benefits both the survivor and the perpetrator.

BE IT FURTHER RESOLVED that the Governing Body re-affirms its support for and endorsement of the establishment of the Santa Fe County Detox Center that would serve the residents of Santa Fe and northern New Mexico.

BE IT FURTHER RESOLVED that the Governing Body supports and endorses funding mental health and behavioral health programs focused on addressing the needs of residents and individuals struggling with mental illness and/or substance abuse or addiction, including the expansion or augmentation of treatment opportunities and facilities to support that treatment.

BE IT FURTHER RESOLVED that the Governing Body supports and endorses appropriations for mental health and behavioral health programs, including the development of the Santa Fe County's Youth Behavioral Health Center and the La Salla Center, focused on addressing the needs of residents and individuals struggling with mental illness and/or substance abuse or addiction, including the expansion or augmentation of treatment opportunities and facilities to support that treatment.

BE IT FURTHER RESOLVED that the Governing Body endorses legislation that supports meaningful partnerships between State, county, and municipal governmental agencies to address fentanyl as a health crisis by removing barriers to services for those struggling with addiction, supporting the coordination of response efforts, and funding such initiatives.

BE IT FURTHER RESOLVED that the Governing Body renews its requests that the Legislature appropriate money from the general fund to support the City's "Alternative Response Unit", which allows law enforcement officers to work with the Santa Fe Fire Department and with case managers under the supervision of a licensed clinical social worker to redirect persons who are experiencing non-violent mental health episodes, public intoxication, and/or who may be suspected of involvement in non-violent, low-level crimes, to alternative, community-based services in lieu of prosecution or jail.

BE IT FURTHER RESOLVED that, as is consistent with Resolution No. 2022-47 (supporting state and federal legislation protecting the right to a safe abortion), the Governing Body endorses legislation that supports reproductive rights and that would codify the right to safe abortion into law.

BE IT FURTHER RESOLVED that, as is consistent with initiatives such as what is contained in Resolution No. 2024-29, the Governing Body supports the rights of the LGBTQIA+ population such that every individual, regardless of the individual's reproductive choices, sexual orientation, or gender identity, can live, work, and pursue their dreams free from discrimination and prejudice and supports legislation that preserves and protects the rights of the LGBTQIA+ community.

BE IT FURTHER RESOLVED that the Governing Body supports and endorses legislation and allocation of funding designed to interrupt intergenerational cycles of poverty, such as appropriations for operations of a state-wide pilot program that provides a monthly, guaranteed income.

BE IT FURTHER RESOLVED that the Governing Body re-affirms its support for and endorsement of legislation that improves broadband infrastructure in Santa Fe and throughout the state, specifically as it relates to associated community and economic development.

BE IT FURTHER RESOLVED that the Governing Body endorses legislation and funding that supports the rights of the disability community, that advances disability access in public spaces, and that allows for individuals to live, work, and pursue their dreams free from discrimination and prejudice.

BE IT FURTHER RESOLVED that, as is consistent MOA No. 2020-0629, the Governing Body supports legislation dedicated to the City and Santa Fe County partnership program, "CONNECT," defined by the City and County as "a network of navigators at clinics, community organizations, and city and county programs," which has successfully connected approximately ten thousand (10,000) Santa Fe County residents with resources such as housing, food, transportation, childcare, and other essential needs.

BE IT FURTHER RESOLVED that the Governing Body re-affirms its support for and endorsement of legislation that supports the development and construction of affordable and workforce housing to decrease and/or subsidize the cost of housing for residents of Santa Fe and New Mexico.

BE IT FURTHER RESOLVED that the Governing Body supports and endorses legislation

and appropriations that::

- Increase housing availability, including transitional housing options tailored to the individual's needs, and expands available social services for homeless families and individuals, including those who are chronically homeless, veterans experiencing homelessness, and young people experiencing homelessness, as well as those living in outdoor unsupervised encampments;
- Expand program staff that supports the goals of housing preservation and homelessness prevention, emergency shelter, building housing units, individual housing vouchers, project-based housing vouchers, supportive services, and system infrastructure; and
- Replenish and seek a recurring funding source to support New Mexico Mortgage Finance Authority's Housing Trust Fund.

BE IT FURTHER RESOLVED that the Governing Body supports and endorses legislation that expands the permitted uses of existing lodgers' tax, or creates an additional lodgers' tax, to defray the cost of providing affordable housing and permanent supportive housing and addressing the needs of low-income people by providing wraparound services such as childcare and/or that leverages federal funding for affordable housing.

BE IT FURTHER RESOLVED that the Governing Body re-affirms its support for and endorsement of legislation that would eliminate the three percent (3%) cap on annual property tax increases on residences that are not owner-occupied as the owner's principal place of residence.

BE IT FURTHER RESOLVED that the Governing Body supports and endorses legislation that increases the likelihood of local governments recruiting, retaining, promoting, and housing first responders and Alternative Response Unit case workers and behavioral health employees in the communities in which they serve to improve public safety and enhance emergency response capacity.

BE IT FURTHER RESOLVED that the Governing Body re-affirms its support for and endorsement of legislation that slows down the timeline for eviction, connects tenants to rental

assistance resources, and improves opportunities for mediation between renters and landlords.

BE IT FURTHER RESOLVED that the Governing Body supports and endorses legislation promoting the facilitation of community efforts to address the cleanup of trash, litter, and weeds which may include methods such as using compost and chipping, with a specific emphasis on elevating the quality of the City's roadways, rights of way, medians, arroyos, open spaces, trails, and parks.

BE IT FURTHER RESOLVED that the Governing Body supports and endorses legislation or appropriations to improve the environment, enhance the quality of the City's public spaces, and achieve its sustainability goals, including, but not limited to, funding for projects and programs that support water conservation, erosion control, tree planting, biodiversity, outdoor recreation, and public art.

BE IT FURTHER RESOLVED that that Governing Body re-affirms its support for and endorsement of legislation that

- Establishes an "extended producer responsibility" program that requires manufacturers and retailers to be responsible for the costs associated with a product throughout its life cycle, from creation to disposal, and/or re-use;
- Advances the environmental sustainability goals of the City, including legislation that facilitates renewable energy generation and interconnection, energy storage, building electrification, public transportation, complete streets, carbon neutrality, net-zero greenhouse gas emissions, community solar, and watershed restoration and forest fire mitigation; and/or
- Expands the Air Quality Control Act, NMSA 1978, § 74-2-2(J), to include an express option for local governments to opt-in to an emissions inspections program.

BE IT FURTHER RESOLVED that the Governing Body supports continued study and analysis of how to improve emergency response, preparation, and management strategies for addressing environmental and radiological emergencies, which could include climate change adaptation strategies

and development of, and improvement to, emergency management infrastructure.

BE IT FURTHER RESOLVED that the Governing Body supports appropriations to New Mexico's Department of Cultural Affairs in support of the expansion of local library programming for local communities.

BE IT FURTHER RESOLVED that the Governing Body endorses legislation that supports childcare as a guaranteed, basic right for families.

BE IT FURTHER RESOLVED that the Governing Body re-affirms its support for and endorsement of legislation that would improve and expand early childhood education, with an emphasis on the following initiatives: infant and toddler care; capital improvements for center-based and in-home care; stipend-based training opportunities for the family, friends, and neighbor network (FFN); and investment in pre-apprentice and apprenticeship programs to develop the early childcare educator pipeline.

BE IT FURTHER RESOLVED that the Governing Body supports investing in pre-apprentice and apprenticeship programs to develop the early childcare educator pipeline and expanding the workforce to run such programs.

BE IT FURTHER RESOLVED that the City continues to support statewide paid sick leave legislation, as described in the City's Resolution No. 2021-11, unanimously passed by the members of the Governing Body in 2021.

BE IT FURTHER RESOLVED that the Governing Body endorses legislation for Paid Family and Medical Leave in support of providing care for new children and/or ill family members.

BE IT FURTHER RESOLVED that the Governing Body supports the appropriation of funds for New Mexico-grown fresh fruits and vegetables for school and senior meals programs and related education programs for schools and farmers.

BE IT FURTHER RESOLVED that the Governing Body urges the legislature to address the underfunding of the Public Employees Retirement Association pension plans.

BE IT FURTHER RESOLVED that the Governing Body renews its requests that the Legislature ensure that hold harmless payments to counties and municipalities are not eliminated or further reduced and returned to their original schedule; ensure that any tax reform continues to hold counties and municipalities harmless in lieu of the enactment of legislation reinstating the gross receipts tax on food and medical; and that protects local governments' annual revenues if the Legislature enacts legislation modifying State gross receipts tax deductions and exemptions.

BE IT FURTHER RESOLVED that the Governing Body supports legislation that creates a major entertainment venue in Santa Fe for sports, concerts, and music festivals, specifically for economic development.

BE IT FURTHER RESOLVED that the Governing Body renews its request that the Legislature adopt legislation that pertains to statewide business licensing to permit business owners to operate in all cities, counties, and municipalities, provided business owners comply with local land use and safety requirements.

BE IT FURTHER RESOLVED that the Governing Body directs the City's lobbyist to undertake the following actions:

- Work with the New Mexico Municipal League in support of Municipal League 2025 Legislative Priority from which the City would benefit from the passage of such initiative;
- Prioritize capital outlay projects included in the City ICIP Priority List;
- Work to advance any legislation introduced during the Legislative Session deemed to be beneficial to the City; and
- Oppose legislation introduced during the Legislative Session deemed to be detrimental to the City.

BE IT FURTHER RESOLVED that while this Resolution represents a majority of the intent of the Governing Body as to 2025 legislative priorities, other timely priorities may be approved by the Governing Body, incorporated into the City's legislative agenda, and forwarded to the City's lobbying

team for action.

BE IT FURTHER RESOLVED that the City Clerk be directed to forward a copy of this Resolution to the City's lobbyist, the City's legislative delegation, and the Governor of New Mexico.

PASSED, APPROVED, and ADOPTED this ____ day of ____, 2026.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:

Erin McSherry
Erin McSherry (Nov 7, 2025 16:14:34 MST)

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2025/Resolutions/Legislative Priorities 2026

FIR No. 10721.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): 2026 Legislative Priorities

Sponsor(s): Mayor Alan Webber

Reviewing Department(s): Public Works Department and City Attorney's Office

Staff Completing FIR: Marci Eannarino, Legislation and Policy Innovation Manager and Christine Spiers, Legislative Assistant **Date:** 10/23/2025 **Phone:** (505) 955-6581; (505) 955-6692

Reviewed by City Attorney: Erin McSherry Erin McSherry (Nov 7, 2025 16:14:34 MST) **Date:** 11/07/2025

Reviewed by Finance Director: Emily K. Oster **Date:** 11/07/2025

Summary:
The proposed resolution establishes the City of Santa Fe's ("City's") legislative priorities for the State of New Mexico's 2026 Legislative Session. The Resolution includes citywide capital outlay requests, district capital outlay requests, and policy priorities.

Departments Affected:
All departments.

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the City will have limited capital outlay and policy priorities identified prior to the 2026 New Mexico Legislative Session.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None identified.

Performance and Administrative Implications:
The resolution would direct the City Clerk to send the adopted resolution to the City's lobbyist, the City's legislative delegation, and the Governor of New Mexico.

Fiscal Implications:
None.

Fiscal Impact

X Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2026	FYE 2027	FYE 2028	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

Expenditure Narrative:

Revenue

Revenue Type	FYE 2026	FYE 2027	FYE 2028	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Signature:

Email: mscott@santafenm.gov

Signature:

Email: cmspiers@santafenm.gov

Signature:

Email: jsburnett@santafenm.gov

Signature:

Email: maeannarino@santafenm.gov

CITY OF SANTA FE

Memorandum

Date: September 24, 2025

To: Governing Body; Public Works and Utilities Committee; Quality of Life Committee; Finance Committee

From: Thomas Grundler, Deputy Chief of Police

Via: Paul Joye, Chief of Police

RE: Prohibiting Animals on Medians

EXECUTIVE SUMMARY:
This bill would Amend SFCC 1987, Section 5-2, "Definitions" to define "abandonment" and "unattended animal" as well as prohibit keeping an animal on any median longer than it takes to cross the street, regardless of the owner's presence. It would also increase the fine for abandoning an animal from two hundred dollars ($200) to five hundred dollars ($500). It creates a fine structure for unattended animals—two hundred dollars ($200) for the first offense and five hundred dollars ($500) for subsequent offenses. Lastly, it imposes a fine of two hundred dollars ($200) for keeping an animal on a median.

ATTACHMENTS:
Bill
FIR

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2025-22

INTRODUCED BY:

Councilor Jamie Cassutt

Councilor Signe Lindell

A BILL

AMENDING SFCC 1987, SECTION 5-2, TO DEFINE "ABANDONMENT" AND "UNATTENDED ANIMAL"; SECTION 5-5.4 TO PROHIBIT KEEPING AN ANIMAL ON ANY MEDIAN; AND SECTION 5-8.4 TO SPECIFY THAT ABANDONING AN ANIMAL WILL INCUR A FINE; CREATING A NEW SECTION, 5-8.14, "UNATTENDED ANIMAL", PROHIBITING UNATTENDED ANIMALS AND IMPOSING A FINE; AND AMENDING TABLE 15-12.1 TO INCREASE THE FINE FOR ABANDONING AN ANIMAL FROM $200 TO $500, IMPOSE A $200 FINE FOR A FIRST UNATTENDED ANIMAL OFFENSE AND A $500 FINE FOR SUBSEQUENT OFFENSES, AND IMPOSE A $200 FINE FOR KEEPING ANIMALS ON MEDIANS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. Section 5-2 of SFCC 1987 (being Ord. No. 2020-6, §1) is amended to read:

As used in this chapter:

Abandonment consists of relinquishing ownership of an animal by any person having

[~~bracketed material~~] = delete
underscored material = new

charge, custody, or ownership, through any of the following acts:

A. Leaving an animal without adequate food, water or shelter;

B. Leaving an animal in circumstances where the animal's health, safety, or welfare is endangered;

C. Leaving an animal with the intent to permanently give up custody, ownership, or responsibility for the animal without making proper arrangements for the animal's continued care; or

D. Leaving an animal in a confined space without adequate ventilation, temperature control, or means of escape.

Administrator means the person responsible for the operations of the animal services division.

Animal means any vertebrate member of the animal kingdom excluding human beings.

Animal services center means the facility maintained and operated pursuant to the provisions of this chapter.

Animal services officer means an employee of the city, designated as such by the administrator, who has the authority of a peace officer to issue citations for violations of this chapter and performs such other duties relating to animal services as prescribed by the city manager.

Anti-escape provision means any housing, fencing or device which a guard dog cannot go over, under, through or around.

Bite means an actual puncture or tear of the skin inflicted by the teeth of an animal.

Breeder means any person involved in controlled breeding of animals except those complying with subsection 5-9.5 SFCC 1987 for litter fees. Breeders are subject to the professional animal care permit requirements set forth in subsection 5-6.2 SFCC 1987.

Commercial property means:

A. A portion of land, buildings, or land and buildings in the city, zoned for, or utilized

for commercial or business uses, including temporary sites; and

B. Any vehicle utilized for commercial or business purposes in the city.

Cruelty means an overt act committed with the intent to harm or needlessly kill an animal or committed out of depraved indifference for the animal's wellbeing, including but not limited to torture, maiming, beating or otherwise committing violence that causes injury or death.

Dangerous animal means:

A. An animal which, when unprovoked, engages in behavior that requires a defensive action by a person to prevent great bodily harm to a person or domesticated animal provided that the person or the second animal are not on the premises of the owner or person having custody of the first animal; or

B. An animal which, when unprovoked, injures a person but the injury does not result in great bodily harm; or

C. An animal which, because of its poisonous bite or sting, constitutes a significant hazard to the public.

Dog park means an official city designated park or portion thereof where dogs can exercise and run off leash in a safe, secure environment within the established limits and boundaries of an official city designated dog park.

Domestic animal means an animal that is sufficiently tame to live with humans, such as a dog or cat.

Establishment means a place of business together with its grounds and equipment.

Feces means excrement and other waste matter discharged from the bowels of an animal.

Great bodily harm means an injury to a person or domesticated animal which:

A. Creates a high probability of death; or

B. Results in serious disfigurement; or

C. Results in loss of any member or organ of the body; or

D. Results in permanent or prolonged impairment of the use of any member or organ of the body.

Grooming parlor means any establishment, or part thereof, or premises maintained for the purpose of offering animals cosmetic services for profit.

Guard dog means any dog that is utilized to protect commercial property, as defined above.

Guard dog site means any premises utilizing a guard dog that has a current guard dog permit.

Handler means a person who trains dogs for socialization or dog shows or trials or a security person capable of controlling guard dogs.

Handler breeder or hobby breeder means any person involved in controlled breeding of animals that are approved by a nationally recognized animal breeding organization, and are eligible to be so registered.

Heat or season means a regularly recurring state of estrus during which the female animal is capable of attracting or accepting the male for breeding or is capable of conceiving.

Hybrid means an animal created by breeding animals of different species. For purposes of this article, it includes, but is not limited to, the hybrid offspring of domesticated dogs and wolves, or domesticated dogs and coyotes.

Impound means to take-up and confine an animal in a humane manner.

Inspection officer means an animal services officer authorized by ordinance to conduct inspectorial searches.

Inspection order means an order issued by a municipal or district court judge.

Inspectorial search means an entry into and examination of premises for the purpose of ascertaining the existence or nonexistence of conditions dangerous to health or safety or otherwise relevant to the public interest, in accordance with inspection prescribed by this chapter enacted for the promotion of public well-being.

Kennel means any commercial establishment or premises where ten (10) or more dogs or cats, over three (3) months of age, are boarded, kept, or maintained for any purpose whatsoever, with the exception of state-inspected veterinary hospitals and shelters.

Licensed veterinarian means a person with a doctor of veterinary medicine degree, licensed to practice in the state.

Livestock means cattle, horses, mules, donkeys, swine, sheep or goats.

Neglect means an overt act involving failure to provide for animal health or safety, including but not limited to failure to provide adequate food, water, shelter, exercise, or necessary veterinary care to an animal or to adequately confine an animal in a manner appropriate to its species, breed, age and condition.

Nuisance means, but is not limited to defecation, urination, disturbing the peace, emitting noxious or offensive odors, or otherwise endangering or offending the well-being of the inhabitants of the city.

Owner of animal means a person who owns, harbors or keeps, or knowingly permits an animal to be harbored or kept, or has an animal in their care, or who permits an animal to remain on or about their premises.

Person means any individual, household, firm, partnership, corporation, company, society, association, and every officer, agent or employee thereof.

Person in charge means, for the purpose of inspection, the individual present in an establishment who is the apparent supervisor of the establishment at the time of inspection. If no individual is the apparent supervisor, then any employee present shall be considered the person in charge.

Pet shop means any commercial establishment or premises or part thereof maintained for the purchase, sale, exchange of animals of any type, except that the term shall not include livestock auctions.

Playground means an area where outdoor equipment is placed for children to play on, athletic fields such as baseball, football, soccer fields, handball courts, tennis courts, skateboard parks, etc.

Police dog means any dog owned by a public agency and used in law enforcement activities under the direction of a handler.

Premises means a parcel of land and the structures thereon.

Professional animal care business means a business operated by a person or persons that involves live animals, and includes, but is not limited to, animal rescue, animal shelter, boarding kennel, breeder, grooming parlor, grooming service, commercial kennel, pet day care facility, pet day care, pet sitting, pet store, training facility, dog walking, and circus acts.

Professional animal care permit means a permit issued by the city of Santa Fe animal services administrator to a professional animal care business.

Quarantine means to detain or isolate an animal suspected of having a contagious disease.

Restraint means:

A. Confinement within the real property limits of an animal owner where the animal is secured by a leash or lead or is otherwise under the control of a responsible person; or

B. Confinement within a vehicle in a manner that prevents an animal from escaping.

Running at large means not to be confined within a building, shelter, walled or fenced area or secured by a leash, rope, chain or other restraining device, unless under the direct control of the owner/handler or keeper.

Service animal means a dog or miniature horse that is individually trained to do work or perform tasks for a person with a disability.

Shelter means:

A. Any establishment owned and operated by a non-profit humane organization

licensed to do business in the state; or

B. A structure that is moisture-proof, wind-proof, and of suitable size to accommodate an animal, allowing for freedom of movement to make normal postural adjustments, including the ability to stand, turn around, and lie down with limbs outstretched including, but not limited to, a dog house, shed, barn, private residence, or similar structure.

Stray animal means any animal found running at large beyond the boundaries of the premises of the owner unless the animal is within the established limits and boundaries of an official city designated dog park.

Unaltered means not neutered or spayed.

Unattended animal means any animal left in a situation where the animal's immediate welfare may be compromised and the animal is without direct supervision by any person having charge, custody, or ownership, including situations when the animal lacks immediate access to adequate food, water, shelter, or care appropriate to the animal's age, species, and physical condition and when the animal is left beyond reasonable time periods in a vehicle, on chains or tethers, or in yards or enclosures without proper shelter from weather conditions.

Vaccination means protection provided against rabies by inoculation with anti-rabies vaccine recognized and approved by the state.

Vermin means small insects and animals (such as fleas, mice, rats, or gophers) that are sometimes harmful to plants or other animals and that are difficult to get rid of.

Vicious animal means an animal which kills or causes great bodily harm. It does not include an animal that bites, attacks or injures a person or second animal unlawfully upon the premises of the owner or person having custody of the first animal. Any animal that has previously been found to be a dangerous animal may thereafter be deemed vicious upon a second or subsequent offense.

Wild or exotic animal means any animal not normally considered domesticated and shall include, but not be limited to, the following:

A. Class reptilia; order phidia, such as racers, boas, water snakes, and pythons, and order loricata, such as alligators, caymans and crocodiles;

B. The following members of the class aves; order falconiforms, such as hawks, eagles, and vultures, and subdivision ratitae, such as ostriches, rheas, cassowaries, and emus;

C. Class mammalia; order carnivora; family felidae, such as ocelots, margays, tigers, jaguars, leopards, and cougars, except commonly accepted domesticated cats; family canidae, such as wolves, dingos, coyotes and jackals, except commonly accepted domesticated dogs; family mustelidae, such as weasels, martins, mink, badgers, except ferrets, family procynnidae, such as raccoons; family ursidae, such as bears; family pinnipedia such as seals, sea lions and walruses; order marsupialia, such as kangaroos, and common opossums; order edentata, such as sloths, anteaters, and armadillos; order proboscidea, such as elephants; order primata, such as monkeys, chimpanzees, and gorillas; order rodenta, such as porcupines; order ungulata, such as hippopotamuses, giraffes, llamas, antelope, deer, bison and camels but excluding cattle, swine, sheep, and goats; and order euungulata such as rhinoceroses, tapirs, and zebras but excluding horses, ponies, donkeys, burros and mules;

D. Class chondrichthyes, subclass elasmobranchii such as sharks, stingrays and skates; and

E. Hybrids, which includes the offspring of two (2) animals of different races, breeds, species, varieties or genera involving any one or more of the animals mentioned in Subsections A—D above.

Section 2. Section 5-5.4 of SFCC 1987 (being Ord. No. 2020-6, § 2, 3-11-20) is amended to read:

5-5.4 Restraint of animals.

A. Voice command is not an acceptable form of restraint.

B. Except for city permitted events that allow for animals to be present, animals which are not service animals shall not be allowed upon playgrounds or upon the grounds of swimming pools, or within a building, any of which are owned, operated or maintained by the city, nor shall they be allowed upon the premises of public schools, preschool through high school unless permission is obtained from the school official. All animals which are not service animals shall be prohibited in Cathedral Park.

C. Animals shall not be allowed upon a public street, alley, easement, city property or other place open to the public or upon any property other than that of the owner of the animal unless properly restrained. Dogs shall be on a secure leash no longer than six (6) feet in length and under the immediate effective physical control of the person having custody thereof. Longer, retractable leashes may be used, provided the person with the dog is capable of controlling the dog. All other animals must be secured in a fashion acceptable for the species of animal. The person having custody shall be a person of such age and maturity to be reasonably responsible therefor and shall be capable of controlling and restraining the animal. A person inside an enclosed structure shall not be considered to be in the physical control of a dog not in the enclosed structure. The provisions of this paragraph do not apply when an animal is participating in a bona fide animal show or training program which has been authorized by the animal services division or is in a city park designated by the governing body as an off-leash exercise ground for dogs. The provisions also do not apply to police canine units unleashed while on public property while acting in a law enforcement activity.

D. Animals located upon the property of the owner of the animal shall be restrained

in such a manner as to secure the animal, using devices such as a kennel, invisible fencing, or inescapable walled or fenced area. Voice command is not an acceptable form of restraint. The animal shall be restrained in such a way as to prevent the animal from reaching outside the perimeter of the property.

E. Animals shall not be carried in or upon any vehicle in a cruel, inhumane or unsafe manner. An animal carried in the bed of a truck shall be crated or restrained upon a non-metal mat so it cannot fall or jump from the truck or be strangled.

F. It is unlawful to confine a domestic animal by the use of a tether, chain, trolley, or similar restraint. Fixed point tethering of any domestic animal to stationary objects is permitted in limited circumstances such as picnics or gatherings in a park or open space, for emergency purposes to permit an individual to render aid to a human or other animal, and only when the owner is immediately present.

G. It is unlawful for any individual to restrain or have an animal on any median, regardless of the owner's presence, for longer than needed to cross the street.

Section 3. Section 5-8.4 of SFCC 1987 (being Ord. No. 2004-20, § 1) is amended to read:

5-8.4 – Abandonment.

It is unlawful for any person having charge, custody, or ownership to abandon any animal. Persons who are not acting on behalf of the city as an animal services officer may turn over any [~~All~~] animals [~~which~~] that are [~~to be~~] abandoned [~~may be turned over~~] to the animal services center or the animal shelter for adoption.

Section 4. [NEW MATERIAL] A new Section 5-8.14 is hereby ordained to read:

5-8.14 – Unattended animals.

It is unlawful for any person having charge, custody, or ownership to leave an animal unattended.

Section 5. Section 5-12 of SFCC 1987 (being Ord. No. 2020-6, § 9) and the related Table 15-12.1 is amended to read:

5-12 – LICENSES AND PERMIT FEES; FINES AND PENALTIES; OTHER CHARGES; AND ADMINISTRATIVE HEARINGS.

A. Any violation of this chapter shall be punished as provided in Table 5-12.1 below or as provided in Section 1-3 of this Code. If any person is cited for or convicted of cruelty or mistreatment of an animal, the animal shall be removed from the owner's custody and placed with the administrator. The administrator shall develop and alternative payment program for those residents who receive first-time civil citations and who have affirmed their inability to pay the associated fines. as

Table 5-12.1		
[Editor's note: prior rows omitted for brevity]		
Restraint of animals (Section 5-5.4)	Unaltered animal	Altered Animal
1st civil citation in 36 month period	$50	$25
2nd civil citation in 36 month period	$100	$50
3rd civil citation in 36 month period	$250	$125
4th civil citation in 12 month period	$500	$250
Restraint of an animal on any median (first and subsequent offenses) (Section 5-5.4(G))	$200	$200
[Editor's note: rows omitted for brevity]		
Neglect (Sections 5-5.7, 5-5.8, and 5-8.3)		
1st [C]criminal conviction in 48-month	$150	

period	
2nd criminal conviction in 48 month period	$250
3rd criminal conviction in 48 month period	$500 and/or up to ninety (90) days in jail and surrender of animal
Abandonment (Section 5-8.4)	[~~$200~~] $500
Poisoning (Section 5-8.5)	$500 and/or up to ninety (90) days in jail and surrender of animal
Animal fights (Section 5-8.10)	$500 and/or up to ninety (90) days in jail and surrender of animal
Unattended Animals (Section 5-8.14)	
1st offense	$200
Subsequent offenses	$500
Notes: [1] In addition to the fees and fines due to the city, the pet owner shall also be responsible for any and all boarding fees accrued at a shelter and the state spay/neuter deposit, if applicable. [2] Any combination of kennel, grooming parlor, pet shop, or shelter operating as a single business at one location is only required to obtain a single permit. Multiple locations require a permit for each location. [3] Any person who breeds animals shall obtain a breeder permit for each animal, an unaltered license for each animal, and a litter permit for each animal from each litter. [4] Each day violation occurs after the initial citation shall be considered a separate citation or crime. Failure to pay or contest a citation as specified below within fifteen (15) days of the date of the citation shall result in a late fee equal to the original citation.	

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

APPROVED AS TO FORM:

Erin McSherry
Erin McSherry (Oct 2, 2025 15:07:08 MDT)

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2025/Bill/ Banning Animals on Medians

FIR No. 10712.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** x **Resolution:** _____

Short Title(s): Prohibiting Animals on Medians

Sponsor(s): Councilors Jamie Cassutt and Signe Lindell

Reviewing Department(s): Santa Fe Police Department

Staff Completing FIR: Thomas Grundler, Deputy Chief of Police **Date:** 9/24/2025

Phone: (505) 955-5359

Reviewed by City Attorney: Erin McSherry Erin McSherry (Oct 2, 2025 15:07:08 MDT) **Date:** 10/02/2025

Reviewed by Finance Director: Emily K. Oster **Date:** 10/03/2025

Summary:
This bill would Amend SFCC 1987, Section 5-2, "Definitions" to define "abandonment" and "unattended animal" as well as prohibit keeping an animal on any median longer than it takes to cross the street, regardless of the owner's presence on or near the median. It would also increase the penalty for abandoning an animal from two hundred dollars ($200) to five hundred dollars ($500). It creates a fine structure for unattended animals—two hundred dollars ($200) for the first offense and five hundred dollars ($500) for subsequent offenses. Lastly, it creates a fine of two hundred dollars ($200) for keeping an animal on a median.

Departments Affected:
Police Department (Animal Services)

Consequences of Not Enacting Legislation:
If this legislation is not adopted, keeping an animal on a median will not be illegal or subject to fine. Nor will Section 5-2 define "abandonment" and "unattended animal". Lastly the penalty for abandoning an animal will remain two hundred dollars ($200), and there would be no penalty for "unattended animals".

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None at this time.

Performance and Administrative Implications:
Adopting this bill has potential implications for improving staff's ability to respond to constituent complaints regarding abandoned and unattended animals.

Fiscal Implications:
**It is difficult to predict the number of violations for future years and whether the citations will result in successful payment of the related fines. However, for reference, no abandonment citations have been issued

in the past two years.

Fiscal Impact

__**_____Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2025	FYE 2026	FYE 2027	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

Expenditure Narrative:

**see Fiscal Implications narrative above.

Revenue

Revenue Type	FYE 2025	FYE 2026	FYE 2027	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Signature:

Email: tjgrundler@santafenm.gov

Signature:

Email: pmjoye@santafenm.gov

CITY OF SANTA FE, NEW MEXICO
CO-SPONSOR(S) TO BILL NO. 2025-22_
Prohibiting Animals on Medians

The following members of the Governing Body joined sponsorship of this legislation:

Alma Castro (Oct 8, 2025 16:35:16 MDT)

Alma Castro, Councilor

10/08/2025
Date

10712.1

CITY OF SANTA FE, NEW MEXICO
CO-SPONSOR(S) TO BILL NO. 2025-22
Banning Animals on Medians

The following members of the Governing Body joined sponsorship of this legislation:

Pilar Faulkner (Oct 20, 2025 10:44:37 MDT)

Pilar Faulkner, Councilor

10/16/2025
Date

10712.1

CITY OF SANTA FE, NEW MEXICO

PROPOSED AMENDMENT(S) TO BILL NO. 2025-22

Prohibiting Animals on Medians

Mayor and Members of the City Council:

This amendment WILL change the caption. ___X___

This amendment WILL NOT change the caption. _____

I intend to propose amending Bill No. 2025-21 as follows:

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2025-22

INTRODUCED BY:

Councilor Jamie Cassutt

Councilor Signe Lindell

RED – AMENDMENT A – Councilor Romero-Wirth & Councilor Jamie Cassutt

A BILL

AMENDING SFCC 1987, SECTION 5-2, TO DEFINE "ABANDONMENT" AND "UNATTENDED ANIMAL"; SECTION 5-5.4 TO PROHIBIT KEEPING AN ANIMAL ON ANY MEDIAN; AND SECTION 5-8.4 TO SPECIFY THAT ABANDONING AN ANIMAL WILL INCUR A FINE; CREATING A NEW SECTION, 5-8.14, "UNATTENDED

underscored material = new [~~bracketed material~~] = delete

ANIMAL", PROHIBITING UNATTENDED ANIMALS AND IMPOSING A FINE; AND AMENDING TABLE 15-12.1 TO INCREASE THE FINE FOR ABANDONING AN ANIMAL FROM $200 TO $500, IMPOSE A $200 FINE FOR A FIRST UNATTENDED ANIMAL OFFENSE AND A $500 FINE FOR SUBSEQUENT OFFENSES, AND IMPOSE A $~~200~~ 50 FINE FOR KEEPING ANIMALS ON MEDIANS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. Section 5-2 of SFCC 1987 (being Ord. No. 2020-6, §1) is amended to read:

As used in this chapter:

Abandonment consists of relinquishing ownership of an animal by any person having charge, custody, or ownership, through any of the following acts:

A. Leaving an animal without adequate food, water or shelter;

B. Leaving an animal in circumstances where the animal's health, safety, or welfare is endangered;

C. Leaving an animal with the intent to permanently give up custody, ownership, or responsibility for the animal without making proper arrangements for the animal's continued care; or

D. Leaving an animal in a confined space without adequate ventilation, temperature control, or means of escape.

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Animal services center means the facility maintained and operated pursuant to the provisions of this chapter.

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B. Any vehicle utilized for commercial or business purposes in the city.

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B. Results in serious disfigurement; or

C. Results in loss of any member or organ of the body; or

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Kennel means any commercial establishment or premises where ten (10) or more dogs or cats, over three (3) months of age, are boarded, kept, or maintained for any purpose whatsoever, with the exception of state-inspected veterinary hospitals and shelters.

Licensed veterinarian means a person with a doctor of veterinary medicine degree, licensed to practice in the state.

Livestock means cattle, horses, mules, donkeys, swine, sheep or goats.

Neglect means an overt act involving failure to provide for animal health or safety, including but not limited to failure to provide adequate food, water, shelter, exercise, or necessary veterinary care to an animal or to adequately confine an animal in a manner appropriate to its species, breed, age and condition.

Nuisance means, but is not limited to defecation, urination, disturbing the peace, emitting noxious or offensive odors, or otherwise endangering or offending the well-being of the inhabitants of the city.

Owner of animal means a person who owns, harbors or keeps, or knowingly permits an

animal to be harbored or kept, or has an animal in their care, or who permits an animal to remain on or about their premises.

Person means any individual, household, firm, partnership, corporation, company, society, association, and every officer, agent or employee thereof.

Person in charge means, for the purpose of inspection, the individual present in an establishment who is the apparent supervisor of the establishment at the time of inspection. If no individual is the apparent supervisor, then any employee present shall be considered the person in charge.

Pet shop means any commercial establishment or premises or part thereof maintained for the purchase, sale, exchange of animals of any type, except that the term shall not include livestock auctions.

Playground means an area where outdoor equipment is placed for children to play on, athletic fields such as baseball, football, soccer fields, handball courts, tennis courts, skateboard parks, etc.

Police dog means any dog owned by a public agency and used in law enforcement activities under the direction of a handler.

Premises means a parcel of land and the structures thereon.

Professional animal care business means a business operated by a person or persons that involves live animals, and includes, but is not limited to, animal rescue, animal shelter, boarding kennel, breeder, grooming parlor, grooming service, commercial kennel, pet day care facility, pet day care, pet sitting, pet store, training facility, dog walking, and circus acts.

Professional animal care permit means a permit issued by the city of Santa Fe animal services administrator to a professional animal care business.

Quarantine means to detain or isolate an animal suspected of having a contagious disease.

Restraint means:

A. Confinement within the real property limits of an animal owner where the animal is secured by a leash or lead or is otherwise under the control of a responsible person; or

B. Confinement within a vehicle in a manner that prevents an animal from escaping.

Running at large means not to be confined within a building, shelter, walled or fenced area or secured by a leash, rope, chain or other restraining device, unless under the direct control of the owner/handler or keeper.

Service animal means a dog or miniature horse that is individually trained to do work or perform tasks for a person with a disability.

Shelter means:

A. Any establishment owned and operated by a non-profit humane organization licensed to do business in the state; or

B. A structure that is moisture-proof, wind-proof, and of suitable size to accommodate an animal, allowing for freedom of movement to make normal postural adjustments, including the ability to stand, turn around, and lie down with limbs outstretched including, but not limited to, a dog house, shed, barn, private residence, or similar structure.

Stray animal means any animal found running at large beyond the boundaries of the premises of the owner unless the animal is within the established limits and boundaries of an official city designated dog park.

Unaltered means not neutered or spayed.

Unattended animal means any animal left in a situation where the animal's immediate welfare may be compromised and the animal is without direct supervision by any person having charge, custody, or ownership, including situations when the animal lacks immediate access to adequate food, water, shelter, or care appropriate to the animal's age, species, and physical

condition and when the animal is left beyond reasonable time periods in a vehicle, on chains or tethers, or in yards or enclosures without proper shelter from weather conditions.

Vaccination means protection provided against rabies by inoculation with anti-rabies vaccine recognized and approved by the state.

Vermin means small insects and animals (such as fleas, mice, rats, or gophers) that are sometimes harmful to plants or other animals and that are difficult to get rid of.

Vicious animal means an animal which kills or causes great bodily harm. It does not include an animal that bites, attacks or injures a person or second animal unlawfully upon the premises of the owner or person having custody of the first animal. Any animal that has previously been found to be a dangerous animal may thereafter be deemed vicious upon a second or subsequent offense.

Wild or exotic animal means any animal not normally considered domesticated and shall include, but not be limited to, the following:

A. Class reptilia; order phidia, such as racers, boas, water snakes, and pythons, and order loricata, such as alligators, caymans and crocodiles;

B. The following members of the class aves; order falconiforms, such as hawks, eagles, and vultures, and subdivision ratitae, such as ostriches, rheas, cassowaries, and emus;

C. Class mammalia; order carnivora; family felidae, such as ocelots, margays, tigers, jaguars, leopards, and cougars, except commonly accepted domesticated cats; family canidae, such as wolves, dingos, coyotes and jackals, except commonly accepted domesticated dogs; family mustelidae, such as weasels, martins, mink, badgers, except ferrets, family procynnidae, such as raccoons; family ursidae, such as bears; family pinnipedia such as seals, sea lions and walruses; order marsupialia, such as kangaroos, and common opossums; order edentata, such as sloths,

anteaters, and armadillos; order proboscidea, such as elephants; order primata, such as monkeys, chimpanzees, and gorillas; order rodenta, such as porcupines; order ungulata, such as hippopotamuses, giraffes, llamas, antelope, deer, bison and camels but excluding cattle, swine, sheep, and goats; and order euungulata such as rhinoceroses, tapirs, and zebras but excluding horses, ponies, donkeys, burros and mules;

D. Class chondrichthyes, subclass elasmobranchii such as sharks, stingrays and skates; and

E. Hybrids, which includes the offspring of two (2) animals of different races, breeds, species, varieties or genera involving any one or more of the animals mentioned in Subsections A—D above.

Section 2. Section 5-5.4 of SFCC 1987 (being Ord. No. 2020-6, § 2, 3-11-20) is amended to read:

5-5.4 Restraint of animals.

A. Voice command is not an acceptable form of restraint.

B. Except for city permitted events that allow for animals to be present, animals which are not service animals shall not be allowed upon playgrounds or upon the grounds of swimming pools, or within a building, any of which are owned, operated or maintained by the city, nor shall they be allowed upon the premises of public schools, preschool through high school unless permission is obtained from the school official. All animals which are not service animals shall be prohibited in Cathedral Park.

C. Animals shall not be allowed upon a public street, alley, easement, city property or other place open to the public or upon any property other than that of the owner of the animal unless properly restrained. Dogs shall be on a secure leash no longer than six (6) feet in length and under the immediate effective physical control of the person having custody thereof. Longer,

retractable leashes may be used, provided the person with the dog is capable of controlling the dog. All other animals must be secured in a fashion acceptable for the species of animal. The person having custody shall be a person of such age and maturity to be reasonably responsible therefor and shall be capable of controlling and restraining the animal. A person inside an enclosed structure shall not be considered to be in the physical control of a dog not in the enclosed structure. The provisions of this paragraph do not apply when an animal is participating in a bona fide animal show or training program which has been authorized by the animal services division or is in a city park designated by the governing body as an off-leash exercise ground for dogs. The provisions also do not apply to police canine units unleashed while on public property while acting in a law enforcement activity.

D. Animals located upon the property of the owner of the animal shall be restrained in such a manner as to secure the animal, using devices such as a kennel, invisible fencing, or inescapable walled or fenced area. Voice command is not an acceptable form of restraint. The animal shall be restrained in such a way as to prevent the animal from reaching outside the perimeter of the property.

E. Animals shall not be carried in or upon any vehicle in a cruel, inhumane or unsafe manner. An animal carried in the bed of a truck shall be crated or restrained upon a non-metal mat so it cannot fall or jump from the truck or be strangled.

F. It is unlawful to confine a domestic animal by the use of a tether, chain, trolley, or similar restraint. Fixed point tethering of any domestic animal to stationary objects is permitted in limited circumstances such as picnics or gatherings in a park or open space, for emergency purposes to permit an individual to render aid to a human or other animal, and only when the owner is immediately present.

G. It is unlawful for any individual to restrain or have an animal on any median, regardless of the owner's presence, for longer than needed to cross the street.

Section 3. Section 5-8.4 of SFCC 1987 (being Ord. No. 2004-20, § 1) is amended to read:

5-8.4 – Abandonment.

It is unlawful for any person having charge, custody, or ownership to abandon any animal. Persons who are not acting on behalf of the city as an animal services officer may turn over any [~~All~~] animals [~~which~~] that are [~~to be~~] abandoned [~~may be turned over~~] to the animal services center or the animal shelter for adoption.

Section 4. [NEW MATERIAL] A new Section 5-8.14 is hereby ordained to read:

5-8.14 – Unattended animals.

It is unlawful for any person having charge, custody, or ownership to leave an animal unattended.

Section 5. Section 5-12 of SFCC 1987 (being Ord. No. 2020-6, § 9) and the related Table 15-12.1 is amended to read:

5-12 – LICENSES AND PERMIT FEES; FINES AND PENALTIES; OTHER CHARGES; AND ADMINISTRATIVE HEARINGS.

A. Any violation of this chapter shall be punished as provided in Table 5-12.1 below or as provided in Section 1-3 of this Code. If any person is cited for or convicted of cruelty or mistreatment of an animal, the animal shall be removed from the owner's custody and placed with the administrator. The administrator shall develop and alternative payment program for those residents who receive first-time civil citations and who have affirmed their inability to pay the associated fines. as

Table 5-12.1
[Editor's note: prior rows omitted for brevity]

Restraint of animals (Section 5-5.4)	Unaltered animal	Altered Animal
1st civil citation in 36 month period	$50	$25
2nd civil citation in 36 month period	$100	$50
3rd civil citation in 36 month period	$250	$125
4th civil citation in 12 month period	$500	$250
Restraint of an animal on any median (first and subsequent offenses) (Section 5-5.4(G))	$~~200~~ 50	$~~200~~ 50
[Editor's note: rows omitted for brevity]		
Neglect (Sections 5-5.7, 5-5.8, and 5-8.3)		
1st [~~C~~]criminal conviction in 48-month period	$150	
2nd criminal conviction in 48 month period	$250	
3rd criminal conviction in 48 month period	$500 and/or up to ninety (90) days in jail and surrender of animal	
Abandonment (Section 5-8.4)	[~~$200~~] $500	
Poisoning (Section 5-8.5)	$500 and/or up to ninety (90) days in jail and surrender of animal	
Animal fights (Section 5-8.10)	$500 and/or up to ninety (90) days in jail and surrender of animal	
Unattended Animals (Section 5-8.14)		
1st offense	$200	
Subsequent offenses	$500	

Notes:
[1] In addition to the fees and fines due to the city, the pet owner shall also be responsible for any and all boarding fees accrued at a shelter and the state spay/neuter deposit, if applicable.
[2] Any combination of kennel, grooming parlor, pet shop, or shelter operating as a single business at one location is only required to obtain a single permit. Multiple locations require a permit for each location.
[3] Any person who breeds animals shall obtain a breeder permit for each animal, an unaltered license for each animal, and a litter permit for each animal from each litter.
[4] Each day violation occurs after the initial citation shall be considered a separate citation or crime. Failure to pay or contest a citation as specified below within fifteen (15) days of the date of the citation shall result in a late fee equal to the original citation.

Respectfully submitted,

Carol Romero-Wirth, Councilor

Respectfully submitted,

Jamie Cassutt (Nov 5, 2025 14:45:46 MST)

Jamie Cassutt, Councilor

Amendment approved as to Form:

Erin McSherry

Erin McSherry (Nov 3, 2025 16:16:18 MST)

Erin K. McSherry, City Attorney

ADOPTED: _____

NOT ADOPTED: _____

DATE: _____

_____

ANDRÉA SALAZAR, City Clerk

CITY OF SANTA FE, NEW MEXICO

PROPOSED AMENDMENT(S) TO BILL NO. 2025-22

Banning Animals on Medians

Mayor and Members of the City Council:

This amendment WILL change the caption. _____

This amendment WILL NOT change the caption. ___X__

I intend to propose amending Bill No. 2025-22 as follows:

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2025-22

INTRODUCED BY:

Councilor Jamie Cassutt

Councilor Signe Lindell

GREEN – AMENDMENT B – Councilor Alma Castro

A BILL

AMENDING SFCC 1987, SECTION 5-2, TO DEFINE "ABANDONMENT" AND "UNATTENDED ANIMAL"; SECTION 5-5.4 TO PROHIBIT KEEPING AN ANIMAL ON ANY MEDIAN; AND SECTION 5-8.4 TO SPECIFY THAT ABANDONING AN ANIMAL WILL INCUR A FINE; CREATING A NEW SECTION, 5-8.14, "UNATTENDED

underscored material = new [~~bracketed material~~] = delete

ANIMAL", PROHIBITING UNATTENDED ANIMALS AND IMPOSING A FINE; AND AMENDING TABLE 15-12.1 TO INCREASE THE FINE FOR ABANDONING AN ANIMAL FROM $200 TO $500, IMPOSE A $200 FINE FOR A FIRST UNATTENDED ANIMAL OFFENSE AND A $500 FINE FOR SUBSEQUENT OFFENSES, AND IMPOSE A $200 FINE FOR KEEPING ANIMALS ON MEDIANS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. Section 5-2 of SFCC 1987 (being Ord. No. 2020-6, §1) is amended to read:

As used in this chapter:

Abandonment consists of relinquishing ownership of an animal by any person having charge, custody, or ownership, through any of the following acts:

A. Leaving an animal without adequate food, water or shelter;

B. Leaving an animal in circumstances where the animal's health, safety, or welfare is endangered;

C. Leaving an animal with the intent to permanently give up custody, ownership, or responsibility for the animal without making proper arrangements for the animal's continued care; or

D. Leaving an animal in a confined space without adequate ventilation, temperature control, or means of escape.

Administrator means the person responsible for the operations of the animal services division.

Animal means any vertebrate member of the animal kingdom excluding human beings.

Animal services center means the facility maintained and operated pursuant to the provisions of this chapter.

Animal services officer means an employee of the city, designated as such by the administrator, who has the authority of a peace officer to issue citations for violations of this chapter and performs such other duties relating to animal services as prescribed by the city manager.

Anti-escape provision means any housing, fencing or device which a guard dog cannot go over, under, through or around.

Bite means an actual puncture or tear of the skin inflicted by the teeth of an animal.

Breeder means any person involved in controlled breeding of animals except those complying with subsection 5-9.5 SFCC 1987 for litter fees. Breeders are subject to the professional animal care permit requirements set forth in subsection 5-6.2 SFCC 1987.

Commercial property means:

A. A portion of land, buildings, or land and buildings in the city, zoned for, or utilized for commercial or business uses, including temporary sites; and

B. Any vehicle utilized for commercial or business purposes in the city.

Cruelty means an overt act committed with the intent to harm or needlessly kill an animal or committed out of depraved indifference for the animal's wellbeing, including but not limited to torture, maiming, beating or otherwise committing violence that causes injury or death.

Dangerous animal means:

A. An animal which, when unprovoked, engages in behavior that requires a defensive action by a person to prevent great bodily harm to a person or domesticated animal provided that the person or the second animal are not on the premises of the owner or person having custody of the first animal; or

B. An animal which, when unprovoked, injures a person but the injury does not result in great bodily harm; or

C. An animal which, because of its poisonous bite or sting, constitutes a significant hazard to the public.

Dog park means an official city designated park or portion thereof where dogs can exercise and run off leash in a safe, secure environment within the established limits and boundaries of an official city designated dog park.

Domestic animal means an animal that is sufficiently tame to live with humans, such as a dog or cat.

Establishment means a place of business together with its grounds and equipment.

Feces means excrement and other waste matter discharged from the bowels of an animal.

Great bodily harm means an injury to a person or domesticated animal which:

A. Creates a high probability of death; or

B. Results in serious disfigurement; or

C. Results in loss of any member or organ of the body; or

D. Results in permanent or prolonged impairment of the use of any member or organ of the body.

Grooming parlor means any establishment, or part thereof, or premises maintained for the purpose of offering animals cosmetic services for profit.

Guard dog means any dog that is utilized to protect commercial property, as defined above.

Guard dog site means any premises utilizing a guard dog that has a current guard dog permit.

Handler means a person who trains dogs for socialization or dog shows or trials or a security person capable of controlling guard dogs.

Handler breeder or hobby breeder means any person involved in controlled breeding of animals that are approved by a nationally recognized animal breeding organization, and are eligible to be so registered.

Heat or season means a regularly recurring state of estrus during which the female animal is capable of attracting or accepting the male for breeding or is capable of conceiving.

Hybrid means an animal created by breeding animals of different species. For purposes of this article, it includes, but is not limited to, the hybrid offspring of domesticated dogs and wolves, or domesticated dogs and coyotes.

Impound means to take-up and confine an animal in a humane manner.

Inspection officer means an animal services officer authorized by ordinance to conduct inspectorial searches.

Inspection order means an order issued by a municipal or district court judge.

Inspectorial search means an entry into and examination of premises for the purpose of ascertaining the existence or nonexistence of conditions dangerous to health or safety or otherwise relevant to the public interest, in accordance with inspection prescribed by this chapter enacted for the promotion of public well-being.

Kennel means any commercial establishment or premises where ten (10) or more dogs or cats, over three (3) months of age, are boarded, kept, or maintained for any purpose whatsoever, with the exception of state-inspected veterinary hospitals and shelters.

Licensed veterinarian means a person with a doctor of veterinary medicine degree, licensed to practice in the state.

Livestock means cattle, horses, mules, donkeys, swine, sheep or goats.

Neglect means an overt act involving failure to provide for animal health or safety, including but not limited to failure to provide adequate food, water, shelter, exercise, or necessary veterinary care to an animal or to adequately confine an animal in a manner appropriate to its species, breed, age and condition.

Nuisance means, but is not limited to defecation, urination, disturbing the peace, emitting noxious or offensive odors, or otherwise endangering or offending the well-being of the inhabitants of the city.

Owner of animal means a person who owns, harbors or keeps, or knowingly permits an

animal to be harbored or kept, or has an animal in their care, or who permits an animal to remain on or about their premises.

Person means any individual, household, firm, partnership, corporation, company, society, association, and every officer, agent or employee thereof.

Person in charge means, for the purpose of inspection, the individual present in an establishment who is the apparent supervisor of the establishment at the time of inspection. If no individual is the apparent supervisor, then any employee present shall be considered the person in charge.

Pet shop means any commercial establishment or premises or part thereof maintained for the purchase, sale, exchange of animals of any type, except that the term shall not include livestock auctions.

Playground means an area where outdoor equipment is placed for children to play on, athletic fields such as baseball, football, soccer fields, handball courts, tennis courts, skateboard parks, etc.

Police dog means any dog owned by a public agency and used in law enforcement activities under the direction of a handler.

Premises means a parcel of land and the structures thereon.

Professional animal care business means a business operated by a person or persons that involves live animals, and includes, but is not limited to, animal rescue, animal shelter, boarding kennel, breeder, grooming parlor, grooming service, commercial kennel, pet day care facility, pet day care, pet sitting, pet store, training facility, dog walking, and circus acts.

Professional animal care permit means a permit issued by the city of Santa Fe animal services administrator to a professional animal care business.

Quarantine means to detain or isolate an animal suspected of having a contagious disease.

Restraint means:

A. Confinement within the real property limits of an animal owner where the animal is secured by a leash or lead or is otherwise under the control of a responsible person; or

B. Confinement within a vehicle in a manner that prevents an animal from escaping.

Running at large means not to be confined within a building, shelter, walled or fenced area or secured by a leash, rope, chain or other restraining device, unless under the direct control of the owner/handler or keeper.

Service animal means a dog or miniature horse that is individually trained to do work or perform tasks for a person with a disability.

Shelter means:

A. Any establishment owned and operated by a non-profit humane organization licensed to do business in the state; or

B. A structure that is moisture-proof, wind-proof, and of suitable size to accommodate an animal, allowing for freedom of movement to make normal postural adjustments, including the ability to stand, turn around, and lie down with limbs outstretched including, but not limited to, a dog house, shed, barn, private residence, or similar structure.

Stray animal means any animal found running at large beyond the boundaries of the premises of the owner unless the animal is within the established limits and boundaries of an official city designated dog park.

Unaltered means not neutered or spayed.

Unattended animal means any animal left in a situation where the animal's immediate welfare may be compromised and the animal is without direct supervision by any person having charge, custody, or ownership, including situations when the animal lacks immediate access to adequate food, water, shelter, or care appropriate to the animal's age, species, and physical

condition and when the animal is left beyond reasonable time periods in a vehicle, on chains or tethers, or in yards or enclosures without proper shelter from weather conditions.

Vaccination means protection provided against rabies by inoculation with anti-rabies vaccine recognized and approved by the state.

Vermin means small insects and animals (such as fleas, mice, rats, or gophers) that are sometimes harmful to plants or other animals and that are difficult to get rid of.

Vicious animal means an animal which kills or causes great bodily harm. It does not include an animal that bites, attacks or injures a person or second animal unlawfully upon the premises of the owner or person having custody of the first animal. Any animal that has previously been found to be a dangerous animal may thereafter be deemed vicious upon a second or subsequent offense.

Wild or exotic animal means any animal not normally considered domesticated and shall include, but not be limited to, the following:

A. Class reptilia; order phidia, such as racers, boas, water snakes, and pythons, and order loricata, such as alligators, caymans and crocodiles;

B. The following members of the class aves; order falconiforms, such as hawks, eagles, and vultures, and subdivision ratitae, such as ostriches, rheas, cassowaries, and emus;

C. Class mammalia; order carnivora; family felidae, such as ocelots, margays, tigers, jaguars, leopards, and cougars, except commonly accepted domesticated cats; family canidae, such as wolves, dingos, coyotes and jackals, except commonly accepted domesticated dogs; family mustelidae, such as weasels, martins, mink, badgers, except ferrets, family procynnidae, such as raccoons; family ursidae, such as bears; family pinnipedia such as seals, sea lions and walruses; order marsupialia, such as kangaroos, and common opossums; order edentata, such as sloths,

anteaters, and armadillos; order proboscidea, such as elephants; order primata, such as monkeys, chimpanzees, and gorillas; order rodenta, such as porcupines; order ungulata, such as hippopotamuses, giraffes, llamas, antelope, deer, bison and camels but excluding cattle, swine, sheep, and goats; and order euungulata such as rhinoceroses, tapirs, and zebras but excluding horses, ponies, donkeys, burros and mules;

D. Class chondrichthyes, subclass elasmobranchii such as sharks, stingrays and skates; and

E. Hybrids, which includes the offspring of two (2) animals of different races, breeds, species, varieties or genera involving any one or more of the animals mentioned in Subsections A—D above.

Section 2. Section 5-5.4 of SFCC 1987 (being Ord. No. 2020-6, § 2, 3-11-20) is amended to read:

5-5.4 Restraint of animals.

A. Voice command is not an acceptable form of restraint.

B. Except for city permitted events that allow for animals to be present, animals which are not service animals shall not be allowed upon playgrounds or upon the grounds of swimming pools, or within a building, any of which are owned, operated or maintained by the city, nor shall they be allowed upon the premises of public schools, preschool through high school unless permission is obtained from the school official. All animals which are not service animals shall be prohibited in Cathedral Park.

C. Animals shall not be allowed upon a public street, alley, easement, city property or other place open to the public or upon any property other than that of the owner of the animal unless properly restrained. Dogs shall be on a secure leash no longer than six (6) feet in length and under the immediate effective physical control of the person having custody thereof. Longer,

retractable leashes may be used, provided the person with the dog is capable of controlling the dog. All other animals must be secured in a fashion acceptable for the species of animal. The person having custody shall be a person of such age and maturity to be reasonably responsible therefor and shall be capable of controlling and restraining the animal. A person inside an enclosed structure shall not be considered to be in the physical control of a dog not in the enclosed structure. The provisions of this paragraph do not apply when an animal is participating in a bona fide animal show or training program which has been authorized by the animal services division or is in a city park designated by the governing body as an off-leash exercise ground for dogs. The provisions also do not apply to police canine units unleashed while on public property while acting in a law enforcement activity.

D. Animals located upon the property of the owner of the animal shall be restrained in such a manner as to secure the animal, using devices such as a kennel, invisible fencing, or inescapable walled or fenced area. Voice command is not an acceptable form of restraint. The animal shall be restrained in such a way as to prevent the animal from reaching outside the perimeter of the property.

E. Animals shall not be carried in or upon any vehicle in a cruel, inhumane or unsafe manner. An animal carried in the bed of a truck shall be crated or restrained upon a non-metal mat so it cannot fall or jump from the truck or be strangled.

F. It is unlawful to confine a domestic animal by the use of a tether, chain, trolley, or similar restraint. Fixed point tethering of any domestic animal to stationary objects is permitted in limited circumstances such as picnics or gatherings in a park or open space, for emergency purposes to permit an individual to render aid to a human or other animal, and only when the owner is immediately present.

G. It is unlawful for any individual to restrain or have an animal on any median, regardless of the owner's presence, for longer than needed to cross the street.

Section 3. Section 5-8.4 of SFCC 1987 (being Ord. No. 2004-20, § 1) is amended to read:

5-8.4 – Abandonment.

It is unlawful for any person having charge, custody, or ownership to abandon any animal. ~~Persons who are not acting on behalf of the city as an animal services officer may turn over any [All] animals [which] that are [to be] abandoned [may be turned over] to the animal services center or the animal shelter for adoption.~~

Section 4. [NEW MATERIAL] A new Section 5-8.14 is hereby ordained to read:

5-8.14 – Unattended animals.

It is unlawful for any person having charge, custody, or ownership to leave an animal unattended.

Section 5. Section 5-12 of SFCC 1987 (being Ord. No. 2020-6, § 9) and the related Table 15-12.1 is amended to read:

5-12 – LICENSES AND PERMIT FEES; FINES AND PENALTIES; OTHER CHARGES; AND ADMINISTRATIVE HEARINGS.

A. Any violation of this chapter shall be punished as provided in Table 5-12.1 below or as provided in Section 1-3 of this Code. If any person is cited for or convicted of cruelty or mistreatment of an animal, the animal shall be removed from the owner's custody and placed with the administrator. The administrator shall develop and alternative payment program for those residents who receive first-time civil citations and who have affirmed their inability to pay the associated fines.

Table 5-12.1
[Editor's note: prior rows omitted for brevity]

Restraint of animals (Section 5-5.4)	Unaltered animal	Altered Animal
1st civil citation in 36 month period	$50	$25
2nd civil citation in 36 month period	$100	$50
3rd civil citation in 36 month period	$250	$125
4th civil citation in 12 month period	$500	$250
Restraint of an animal on any median (first and subsequent offenses) (Section 5-5.4(G))	$200	$200
[Editor's note: rows omitted for brevity]		
Neglect (Sections 5-5.7, 5-5.8, and 5-8.3)		
1st [€]criminal conviction in 48-month period	$150	
2nd criminal conviction in 48 month period	$250	
3rd criminal conviction in 48 month period	$500 and/or up to ninety (90) days in jail and surrender of animal	
Abandonment (Section 5-8.4)	[~~$200~~] $500	
Poisoning (Section 5-8.5)	$500 and/or up to ninety (90) days in jail and surrender of animal	
Animal fights (Section 5-8.10)	$500 and/or up to ninety (90) days in jail and surrender of animal	
Unattended Animals (Section 5-8.14)		
1st offense	$200	
Subsequent offenses	$500	

Notes:
[1] In addition to the fees and fines due to the city, the pet owner shall also be responsible for any and all boarding fees accrued at a shelter and the state spay/neuter deposit, if applicable.
[2] Any combination of kennel, grooming parlor, pet shop, or shelter operating as a single business at one location is only required to obtain a single permit. Multiple locations require a permit for each location.
[3] Any person who breeds animals shall obtain a breeder permit for each animal, an unaltered license for each animal, and a litter permit for each animal from each litter.
[4] Each day violation occurs after the initial citation shall be considered a separate citation or crime. Failure to pay or contest a citation as specified below within fifteen (15) days of the date of the citation shall result in a late fee equal to the original citation.

Respectfully submitted,

_____

Alma Castro, Councilor

Amendment approved as to Form:

_____

Erin K. McSherry, City Attorney

ADOPTED: _____

NOT ADOPTED: _____

DATE: _____

_____

ANDRÉA SALAZAR, City Clerk

Legislation/Amendment/2025/Bill/ Banning Animals on Medians

CITY OF SANTA FE, NEW MEXICO

PROPOSED AMENDMENT(S) TO BILL NO. 2025-22

Banning Animals on Medians

Mayor and Members of the City Council:

This amendment WILL change the caption. _____

This amendment WILL NOT change the caption. __X___

I intend to propose amending Bill No. 2025-22 as follows:

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2025-22

INTRODUCED BY:

Councilor Jamie Cassutt

Councilor Signe Lindell

ORANGE – AMENDMENT C – Councilor Alma Castro

A BILL

AMENDING SFCC 1987, SECTION 5-2, TO DEFINE "ABANDONMENT" AND "UNATTENDED ANIMAL"; SECTION 5-5.4 TO PROHIBIT KEEPING AN ANIMAL ON ANY MEDIAN; AND SECTION 5-8.4 TO SPECIFY THAT ABANDONING AN ANIMAL WILL INCUR A FINE; CREATING A NEW SECTION, 5-8.14, "UNATTENDED

underscored material = new [~~bracketed material~~] = delete

ANIMAL", PROHIBITING UNATTENDED ANIMALS AND IMPOSING A FINE; AND AMENDING TABLE 15-12.1 TO INCREASE THE FINE FOR ABANDONING AN ANIMAL FROM $200 TO $500, IMPOSE A $200 FINE FOR A FIRST UNATTENDED ANIMAL OFFENSE AND A $500 FINE FOR SUBSEQUENT OFFENSES, AND IMPOSE A $200 FINE FOR KEEPING ANIMALS ON MEDIANS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. Section 5-2 of SFCC 1987 (being Ord. No. 2020-6, §1) is amended to read:

As used in this chapter:

Abandonment consists of relinquishing ownership of an animal by any person having charge, custody, or ownership, through any of the following acts:

A. Leaving an animal without adequate food, water or shelter;

B. Leaving an animal in circumstances where the animal's health, safety, or welfare is endangered;

C. Leaving an animal with the intent to permanently give up custody, ownership, or responsibility for the animal without making proper arrangements for the animal's continued care; or

D. Leaving an animal in a confined space without adequate ventilation, temperature control, or means of escape.

Administrator means the person responsible for the operations of the animal services division.

Animal means any vertebrate member of the animal kingdom excluding human beings.

Animal services center means the facility maintained and operated pursuant to the provisions of this chapter.

Animal services officer means an employee of the city, designated as such by the administrator, who has the authority of a peace officer to issue citations for violations of this chapter and performs such other duties relating to animal services as prescribed by the city manager.

Anti-escape provision means any housing, fencing or device which a guard dog cannot go over, under, through or around.

Bite means an actual puncture or tear of the skin inflicted by the teeth of an animal.

Breeder means any person involved in controlled breeding of animals except those complying with subsection 5-9.5 SFCC 1987 for litter fees. Breeders are subject to the professional animal care permit requirements set forth in subsection 5-6.2 SFCC 1987.

Commercial property means:

A. A portion of land, buildings, or land and buildings in the city, zoned for, or utilized for commercial or business uses, including temporary sites; and

B. Any vehicle utilized for commercial or business purposes in the city.

Cruelty means an overt act committed with the intent to harm or needlessly kill an animal or committed out of depraved indifference for the animal's wellbeing, including but not limited to torture, maiming, beating or otherwise committing violence that causes injury or death.

Dangerous animal means:

A. An animal which, when unprovoked, engages in behavior that requires a defensive action by a person to prevent great bodily harm to a person or domesticated animal provided that the person or the second animal are not on the premises of the owner or person having custody of the first animal; or

B. An animal which, when unprovoked, injures a person but the injury does not result in great bodily harm; or

C. An animal which, because of its poisonous bite or sting, constitutes a significant hazard to the public.

Dog park means an official city designated park or portion thereof where dogs can exercise and run off leash in a safe, secure environment within the established limits and boundaries of an official city designated dog park.

Domestic animal means an animal that is sufficiently tame to live with humans, such as a dog or cat.

Establishment means a place of business together with its grounds and equipment.

Feces means excrement and other waste matter discharged from the bowels of an animal.

Great bodily harm means an injury to a person or domesticated animal which:

A. Creates a high probability of death; or

B. Results in serious disfigurement; or

C. Results in loss of any member or organ of the body; or

D. Results in permanent or prolonged impairment of the use of any member or organ of the body.

Grooming parlor means any establishment, or part thereof, or premises maintained for the purpose of offering animals cosmetic services for profit.

Guard dog means any dog that is utilized to protect commercial property, as defined above.

Guard dog site means any premises utilizing a guard dog that has a current guard dog permit.

Handler means a person who trains dogs for socialization or dog shows or trials or a security person capable of controlling guard dogs.

Handler breeder or hobby breeder means any person involved in controlled breeding of animals that are approved by a nationally recognized animal breeding organization, and are eligible to be so registered.

Heat or season means a regularly recurring state of estrus during which the female animal is capable of attracting or accepting the male for breeding or is capable of conceiving.

Hybrid means an animal created by breeding animals of different species. For purposes of this article, it includes, but is not limited to, the hybrid offspring of domesticated dogs and wolves, or domesticated dogs and coyotes.

Impound means to take-up and confine an animal in a humane manner.

Inspection officer means an animal services officer authorized by ordinance to conduct inspectorial searches.

Inspection order means an order issued by a municipal or district court judge.

Inspectorial search means an entry into and examination of premises for the purpose of ascertaining the existence or nonexistence of conditions dangerous to health or safety or otherwise relevant to the public interest, in accordance with inspection prescribed by this chapter enacted for the promotion of public well-being.

Kennel means any commercial establishment or premises where ten (10) or more dogs or cats, over three (3) months of age, are boarded, kept, or maintained for any purpose whatsoever, with the exception of state-inspected veterinary hospitals and shelters.

Licensed veterinarian means a person with a doctor of veterinary medicine degree, licensed to practice in the state.

Livestock means cattle, horses, mules, donkeys, swine, sheep or goats.

Neglect means an overt act involving failure to provide for animal health or safety, including but not limited to failure to provide adequate food, water, shelter, exercise, or necessary veterinary care to an animal or to adequately confine an animal in a manner appropriate to its species, breed, age and condition.

Nuisance means, but is not limited to defecation, urination, disturbing the peace, emitting noxious or offensive odors, or otherwise endangering or offending the well-being of the inhabitants of the city.

Owner of animal means a person who owns, harbors or keeps, or knowingly permits an

animal to be harbored or kept, or has an animal in their care, or who permits an animal to remain on or about their premises.

Person means any individual, household, firm, partnership, corporation, company, society, association, and every officer, agent or employee thereof.

Person in charge means, for the purpose of inspection, the individual present in an establishment who is the apparent supervisor of the establishment at the time of inspection. If no individual is the apparent supervisor, then any employee present shall be considered the person in charge.

Pet shop means any commercial establishment or premises or part thereof maintained for the purchase, sale, exchange of animals of any type, except that the term shall not include livestock auctions.

Playground means an area where outdoor equipment is placed for children to play on, athletic fields such as baseball, football, soccer fields, handball courts, tennis courts, skateboard parks, etc.

Police dog means any dog owned by a public agency and used in law enforcement activities under the direction of a handler.

Premises means a parcel of land and the structures thereon.

Professional animal care business means a business operated by a person or persons that involves live animals, and includes, but is not limited to, animal rescue, animal shelter, boarding kennel, breeder, grooming parlor, grooming service, commercial kennel, pet day care facility, pet day care, pet sitting, pet store, training facility, dog walking, and circus acts.

Professional animal care permit means a permit issued by the city of Santa Fe animal services administrator to a professional animal care business.

Quarantine means to detain or isolate an animal suspected of having a contagious disease.

Restraint means:

A. Confinement within the real property limits of an animal owner where the animal is secured by a leash or lead or is otherwise under the control of a responsible person; or

B. Confinement within a vehicle in a manner that prevents an animal from escaping.

Running at large means not to be confined within a building, shelter, walled or fenced area or secured by a leash, rope, chain or other restraining device, unless under the direct control of the owner/handler or keeper.

Service animal means a dog or miniature horse that is individually trained to do work or perform tasks for a person with a disability.

Shelter means:

A. Any establishment owned and operated by a non-profit humane organization licensed to do business in the state; or

B. A structure that is moisture-proof, wind-proof, and of suitable size to accommodate an animal, allowing for freedom of movement to make normal postural adjustments, including the ability to stand, turn around, and lie down with limbs outstretched including, but not limited to, a dog house, shed, barn, private residence, or similar structure.

Stray animal means any animal found running at large beyond the boundaries of the premises of the owner unless the animal is within the established limits and boundaries of an official city designated dog park.

Unaltered means not neutered or spayed.

Unattended animal means any animal left in a situation where the animal's immediate welfare may be compromised and the animal is without direct supervision by any person having charge, custody, or ownership, including situations when the animal lacks immediate access to adequate food, water, shelter, or care appropriate to the animal's age, species, and physical

condition and when the animal is left beyond reasonable time periods in a vehicle, on chains or tethers, or in yards or enclosures without proper shelter from weather conditions.

Vaccination means protection provided against rabies by inoculation with anti-rabies vaccine recognized and approved by the state.

Vermin means small insects and animals (such as fleas, mice, rats, or gophers) that are sometimes harmful to plants or other animals and that are difficult to get rid of.

Vicious animal means an animal which kills or causes great bodily harm. It does not include an animal that bites, attacks or injures a person or second animal unlawfully upon the premises of the owner or person having custody of the first animal. Any animal that has previously been found to be a dangerous animal may thereafter be deemed vicious upon a second or subsequent offense.

Wild or exotic animal means any animal not normally considered domesticated and shall include, but not be limited to, the following:

A. Class reptilia; order phidia, such as racers, boas, water snakes, and pythons, and order loricata, such as alligators, caymans and crocodiles;

B. The following members of the class aves; order falconiforms, such as hawks, eagles, and vultures, and subdivision ratitae, such as ostriches, rheas, cassowaries, and emus;

C. Class mammalia; order carnivora; family felidae, such as ocelots, margays, tigers, jaguars, leopards, and cougars, except commonly accepted domesticated cats; family canidae, such as wolves, dingos, coyotes and jackals, except commonly accepted domesticated dogs; family mustelidae, such as weasels, martins, mink, badgers, except ferrets, family procynnidae, such as raccoons; family ursidae, such as bears; family pinnipedia such as seals, sea lions and walruses; order marsupialia, such as kangaroos, and common opossums; order edentata, such as sloths,

anteaters, and armadillos; order proboscidea, such as elephants; order primata, such as monkeys, chimpanzees, and gorillas; order rodenta, such as porcupines; order ungulata, such as hippopotamuses, giraffes, llamas, antelope, deer, bison and camels but excluding cattle, swine, sheep, and goats; and order euungulata such as rhinoceroses, tapirs, and zebras but excluding horses, ponies, donkeys, burros and mules;

D. Class chondrichthyes, subclass elasmobranchii such as sharks, stingrays and skates; and

E. Hybrids, which includes the offspring of two (2) animals of different races, breeds, species, varieties or genera involving any one or more of the animals mentioned in Subsections A—D above.

Section 2. Section 5-5.4 of SFCC 1987 (being Ord. No. 2020-6, § 2, 3-11-20) is amended to read:

5-5.4 Restraint of animals.

A. Voice command is not an acceptable form of restraint.

B. Except for city permitted events that allow for animals to be present, animals which are not service animals shall not be allowed upon playgrounds or upon the grounds of swimming pools, or within a building, any of which are owned, operated or maintained by the city, nor shall they be allowed upon the premises of public schools, preschool through high school unless permission is obtained from the school official. All animals which are not service animals shall be prohibited in Cathedral Park.

C. Animals shall not be allowed upon a public street, alley, easement, city property or other place open to the public or upon any property other than that of the owner of the animal unless properly restrained. Dogs shall be on a secure leash no longer than six (6) feet in length and under the immediate effective physical control of the person having custody thereof. Longer,

retractable leashes may be used, provided the person with the dog is capable of controlling the dog. All other animals must be secured in a fashion acceptable for the species of animal. The person having custody shall be a person of such age and maturity to be reasonably responsible therefor and shall be capable of controlling and restraining the animal. A person inside an enclosed structure shall not be considered to be in the physical control of a dog not in the enclosed structure. The provisions of this paragraph do not apply when an animal is participating in a bona fide animal show or training program which has been authorized by the animal services division or is in a city park designated by the governing body as an off-leash exercise ground for dogs. The provisions also do not apply to police canine units unleashed while on public property while acting in a law enforcement activity.

D. Animals located upon the property of the owner of the animal shall be restrained in such a manner as to secure the animal, using devices such as a kennel, invisible fencing, or inescapable walled or fenced area. Voice command is not an acceptable form of restraint. The animal shall be restrained in such a way as to prevent the animal from reaching outside the perimeter of the property.

E. Animals shall not be carried in or upon any vehicle in a cruel, inhumane or unsafe manner. An animal carried in the bed of a truck shall be crated or restrained upon a non-metal mat so it cannot fall or jump from the truck or be strangled.

F. It is unlawful to confine a domestic animal by the use of a tether, chain, trolley, or similar restraint. Fixed point tethering of any domestic animal to stationary objects is permitted in limited circumstances such as picnics or gatherings in a park or open space, for emergency purposes to permit an individual to render aid to a human or other animal, and only when the owner is immediately present.

G. It is unlawful for any individual to restrain or have an animal on any median, regardless of the owner's presence, for longer than needed to cross the street.

Section 3. Section 5-8.4 of SFCC 1987 (being Ord. No. 2004-20, § 1) is amended to read:

5-8.4 – Abandonment.

It is unlawful for any person having charge, custody, or ownership to abandon any animal. Persons who are not acting on behalf of the city as an animal services officer may turn over any [~~All~~] animals [~~which~~] that are [~~to be~~] abandoned [~~may be turned over~~] to the animal services center or the animal shelter for adoption.

Section 4. [NEW MATERIAL] A new Section 5-8.14 is hereby ordained to read:

5-8.14 – Unattended animals.

It is unlawful for any person having charge, custody, or ownership to leave an animal unattended.

Section 5. Section 5-12 of SFCC 1987 (being Ord. No. 2020-6, § 9) and the related Table 15-12.1 is amended to read:

5-12 – LICENSES AND PERMIT FEES; FINES AND PENALTIES; OTHER CHARGES; AND ADMINISTRATIVE HEARINGS.

A. Any violation of this chapter shall be punished as provided in Table 5-12.1 below or as provided in Section 1-3 of this Code. If any person is cited for or convicted of cruelty or mistreatment of an animal, the animal shall be removed from the owner's custody and placed with the administrator. The administrator shall develop an alternative payment program for those residents who meet one or more of the following circumstances:

a. receive first-time civil citations; and/or

b. ~~who~~ have affirmed their inability to pay the associated fines.

Table 5-12.1		
[Editor's note: prior rows omitted for brevity]		
Restraint of animals (Section 5-5.4)	Unaltered animal	Altered Animal
1st civil citation in 36 month period	$50	$25
2nd civil citation in 36 month period	$100	$50
3rd civil citation in 36 month period	$250	$125
4th civil citation in 12 month period	$500	$250
Restraint of an animal on any median (first and subsequent offenses) (Section 5-5.4(G))	$200	$200
[Editor's note: rows omitted for brevity]		
Neglect (Sections 5-5.7, 5-5.8, and 5-8.3)		
1st [~~C~~]criminal conviction in 48-month period	$150	
2nd criminal conviction in 48 month period	$250	
3rd criminal conviction in 48 month period	$500 and/or up to ninety (90) days in jail and surrender of animal	
Abandonment (Section 5-8.4)	[~~$200~~] $500	
Poisoning (Section 5-8.5)	$500 and/or up to ninety (90) days in jail and surrender of animal	
Animal fights (Section 5-8.10)	$500 and/or up to ninety (90) days in jail and surrender of animal	
Unattended Animals (Section 5-8.14)		
1st offense	$200	
Subsequent offenses	$500	

Notes:
[1] In addition to the fees and fines due to the city, the pet owner shall also be responsible for any and all boarding fees accrued at a shelter and the state spay/neuter deposit, if applicable.
[2] Any combination of kennel, grooming parlor, pet shop, or shelter operating as a single business at one location is only required to obtain a single permit. Multiple locations require a permit for each location.
[3] Any person who breeds animals shall obtain a breeder permit for each animal, an unaltered license for each animal, and a litter permit for each animal from each litter.
[4] Each day violation occurs after the initial citation shall be considered a separate citation or crime. Failure to pay or contest a citation as specified below within fifteen (15) days of the date of the citation shall result in a late fee equal to the original citation.

Respectfully submitted,

Alma Castro (Dec 1, 2025 13:35:40 MST)

Alma Castro, Councilor

Amendment approved as to Form:

Erin McSherry

Erin McSherry (Dec 1, 2025 10:59:08 MST)

Erin K. McSherry, City Attorney

ADOPTED: _____

NOT ADOPTED: _____

DATE: _____

_____

ANDRÉA SALAZAR, City Clerk

Legislation/Amendment/2025/Bill/ Banning Animals on Medians

CITY OF SANTA FE

Memorandum

Date: December 8, 2025

To: Finance Committee

From: Maggie Moore, Assistant Land Use Director MRM

Via: Mark Scott, City Manager
Andrea Phillips, Deputy City Manager
Elisa Montoya, Community Development Director
Heather Lamboy, AICP Planning and Land Use Director

RE: Request for Issuance of a Cease-and-Desist Order to close Korea Spa, 2008 Rosina, Unit B, ZCK, LLC, Zaiqin Wei and Yun Chin, Owners, (505-490-8339). Code Enforcement Case# 2025-005022, Violation of SFCC 18-1.7 *Notice of violation; penalty*, operating in a manner contrary to the public welfare. (Maggie Moore, Assistant Land Use Director, mrmoore@santafenm.gov)

EXECUTIVE SUMMARY:

On October 1, 2025, the Enforcement Division received a report from the Santa Fe Police Department (SFPD) of possible prostitution at Korea Spa, 2008 Rosina, Unit B. According to the report, a male customer was offered sexual acts during his massage, he refused and reported the incident to the SFPD (Police Case #2025010931). Santa Fe City Code Chapter XVI Criminal Code Section 16-7 defines *prostitution* as knowingly engaging in or offering to engage in a *sexual act* for hire and establishes that a *house of prostitution* is a public nuisance per se.

The Enforcement Division is responsible for compliance with SFCC Chapter 18 Licensing, which requires that a person conducting business in the city secure a business license and operate their business in a manner that is not contrary to the public welfare. For certain types of business, the Enforcement Division requires proof of compliance with applicable state regulations, including for food service establishments, cannabis businesses, daycare centers, and massage therapy businesses, among others. Requiring compliance with applicable state laws supports the city's provision that businesses operate in a manner not contrary to the public welfare.

The state has established several requirements for licensing and professional conduct of massage therapists and empowers municipalities to regulate licensed massage therapists pursuant to the

Massage Therapy Practice Act. New Mexico Statutes Annotated (NMSA) 1978 Section 61-12C-5 requires that individuals shall not provide or offer to provide massage therapy services unless they are a licensed massage therapist. The state law further requires that individuals shall not use the title of massage therapist or make any representation of being a massage therapist or use any other title, abbreviations, letters, figures, signs, or devices that indicate the individual is a massage therapist unless the individual is a licensed massage therapist, and licenses issued by the state are not transferable or assignable. Additionally, NMSA 1978 Section 61-12C-11 and Section 16.7.1.9 NMAC requires that massage therapy licenses or registrations issued by the state board be posted at all times in a conspicuous place in the massage therapist's principal place of business.

Based on the referral from SFPD (Police Case #2025010931), members of the City's Enforcement Division ("Staff") inspected 2008 Rosina Street, Unit B (the "Property") on October 10, 2025. Upon approach, the main entrance to the business was locked, but Staff gained access to the property by Yang Zhenghui, who provided a New York State Learner Permit as identification (see Attachment A.1). There were no other individuals present at the time of the inspection, and Ms. Zhenghui who is not a licensed massage therapist, flashed a member of our enforcement team by raising her dress to expose herself.

Through online translation services, Staff informed Ms. Zhenghui of the requirements for a valid business license, that licensed massage therapists must have their licenses posted in a conspicuous place in the business at all times, that primary entrances and exits must remain unlocked when the business is open, and directed her that only licensed massage therapists were allowed to provide massages per NMSA 1978 Section 61-12C-5.

Korea Spa has a city business license #236636, issued on 4/24/2024 and renewed on 4/24/2025 (expires 4/24/2026), affiliated with Zaiqin Wei. Previously, the business was named Excellent Spa and was affiliated with Peijung Chen (Massage Therapy License # MT9418). At the time of the inspection, the license was not posted at the property; only an invoice for a business license was posted.

Following the inspection, the Enforcement Division gathered evidence that the business is advertising for illicit sexual activities online (Attachment A.4), did not employ licensed massage therapists, and is operating in a manner contrary to the public welfare by advertising and offering sexual acts under the guise of massage therapy sessions.

The ZCK, LLC was filed with the NM Secretary of State's Office on August 31, 2022, and was organized by Bradley J Morris an accountant affiliated with the Chinese American Service Center (CASC), LLC. Mr. Morris stated he was aware of at least 3 massage parlors owned or operated by Zaiqin Wei and her husband Yun Chin, two in New Mexico and one in Amarillo, TX (see Table 1).

China Massage/Asian 2 Massage, was located at 3600 Rodeo Lane B2 in Santa Fe, and is not currently operating at that space, but there is a record of illicit online advertising for that business and the affiliated phone number.

A property search for Moon Spa, located at 3314 SW 45th Ave on the Potter Randall Appraisal District website (prad.org) confirmed that Ms Zaiqin Wei is the owner of Moon Spa in Amarillo, TX and lists a mailing address of 8758 Sevano Circle NE, Albuquerque for Ms. Wei, which matches her NM Driver's License. There is also a record of illicit online advertising associated with this business phone numbers (626) 227-6183 and (505)361-7597. Online searches also connect the 626-227-6183 number to another closed massage parlor at 1301 S St Francis Drive, also under the name Asian 2 Massage.

Table 1. Massage Parlors owned or affiliated with Zaiqin Wei

Business Name	Address	City	Phone Number
Korea Spa/Excellent Massage	2008 Rosina Unit B	Santa Fe	505-490-8339
China Massage/Asian 2 Massage	3600 Rodeo Lane B2	Santa Fe	505-424-6458 (closed)
Moon Spa	3314 SW 45th Ave	Amarillo	626-227-6183 / 505-361-7597
Asian 2 Massage (closed)	1301 S St Francis Drive Ste A	Santa Fe	626-227-6183 (closed)

On November 5, 2025, Carl Krings issued a violation notice (see Attachment A), which was posted on the property, sent to the business owner, Zaiqin Wei and the property owner, M3 CO, LLC, G Alan Myers. The notices established a compliance date of November 20th and a Finance Committee hearing date of December 8, 2025.

On November 14, 2025, Carl Krings met with Zaiqin Wei, Qui Li, and Yang Zhang (phone) at City Hall to review additional records. Through a translation application and with additional translation support of Yang Zhang, Carl received the massage therapy licenses of Zaiqin Wei (MT-2025-0220 Issued 10/28/2025) and Qiu Li (MT-2025-0216, issued 10/21/2025). On November 18th during normal business hours, Enforcement Staff conducted a follow-up inspection of the property and found the while the massage and open signs were on, the front door was locked and staff was not granted access onto the property to verify compliance with the law.

Per SFCC 18-1.8 *Enforcement; hearing; cease and desist order*; staff requests that the Finance Committee issue a cease and desist order closing the business, Korea Spa, ZKC, LLC at 2008 Rosina, Unit B, Zaiqin Wei, owner/operator.

BACKGROUND:

Illicit massage businesses (IMBs) commonly known as "massage parlors" have become ubiquitous across the country, within the state of New Mexico, and in our community. Research finds an estimated 9,000-plus of these businesses operate in every state in the country, with earnings totaling nearly $2.5 billion per year.[1] Staff research of business license records and online advertising indicates there are as many as twenty (20) IMBs operating within the city of Santa Fe, some with valid business licenses, expired licenses or without the requisite business license. The

[1] Keyhan, Rochelle et al, "Trafficking in Illicit Massage Businesses." Polaris, (January 17, 2018)

State of New Mexico, through the Massage Therapy Board oversees the practice of individuals who use the title of massage therapist or otherwise represent themselves to be massage therapists, and massage therapy schools. The State and the Board do not regulate businesses that use the title of massage or otherwise represent themselves as massage businesses.

Acts of prostitution have a long history of concealing themselves behind the label of massage. While there may be some individuals who choose to sell sex under the guise of massage therapy, evidence suggests that thousands of women engaging in commercial sex in illicit massage businesses are victims of human trafficking. Corporate secrecy laws that obscure ownership make it nearly impossible to identify the organized crime networks and traffickers behind these operations[2]. Traditional law enforcement approaches are resource intensive and often focus on the women engaged in these illicit acts, further victimizing them, while the criminal networks and traffickers evade accountability. Furthermore, the ubiquity of IMBs degrades the integrity of legitimate massage therapists, spas and wellness businesses.

Many jurisdictions have found success in closing IMBs through targeted business licensing requirements[3], particularly in those jurisdictions which require all businesses to obtain a license, as Santa Fe does. Successful ordinances target the easily observable characteristics that distinguish an illicit massage business from a legitimate massage therapy business. Trevor Vaughn, an expert in identifying and preventing IMBs, has observed several factors in the business models of legitimate massage therapy businesses and illicit sex and human trafficking businesses (see Table 2).

Table 2. Illicit and Legitimate Massage Business Models

Illicit Sex and Human Trafficking Business	**Legitimate Massage Therapy Business**
Cheat requirements to look legit	Professional training, education and license
Advertise to people looking for sex	Advertise for health purposes
Unlicensed personnel	Licensed Massage Therapists
No records of treatments or clients	Regular business recordkeeping
Long hours, often living on site	Normal business hours and operations
Locked doors to conceal illicit activities	Professional massage practices
Advertise at lower rates	Rates match industry standard

The Department is currently engaged with the City Attorney's Office to draft a new massage facility ordinance to prevent IMBs from opening via a thorough application process, and regulating those characteristics and behaviors associated with IMBs. In Aurora, Colorado, multiple IMBs predated the passage of its ordinance in May 2018. By allowing the city to close businesses for

[2] "Hidden in Plain Sight: How Corporate Secrecy Facilitates Human Trafficking in Illicit Massage Parlors." Polaris (April 1, 2018)

[3] "Successful Massage Ordinance Factors." The Network, (September, 2021)

committing certain violations, such as operating without a license, Aurora closed 18 IMBs within a year after its regulations went into effect.

The Department intends to bring forward the legislation for adoption by the end of the calendar year and will continue targeted inspections and enforcement actions against illicit massage businesses operating within the city.

ATTACHMENTS:

A. Notice of Violation Case #2025-005022
1. Yang Zhenghui New York State Learner's Permit #686-196-768
2. Korea Spa Santa Fe Business License #236636 (Expires April 24, 2026)
3. Zaiqin Wei New Mexico Driver's License #519013231
4. Illicit Online Advertisements – 2008 Rosina Unit B, 505-490-8339

CODE CASE DETAILED REPORT CODE-005022-2025
FOR CITY OF SANTA FE

Case Type: Code Enforcement
Status: In Progress
Assigned To: Carl Krings
Project:
District: Council District 1
Description:
Opened Date: 11/03/2025
Closed Date: NOT CLOSED

Parcel: 12642432 Main
Address: 2008 Rosina St, Unit B Main
Santa Fe, NM 87505
Zone: C2 (ZN: C2)

Owner
M3 Co Llc
G Alan Myers
2501 W Zia Rd #9314
Santa Fe, NM 87502

Violator
Korea Spa
Korea Spa
2008 Rosina St Unit B, UNIT B
Santa Fe, NM 87505
Business: 5054908339

Owner
Zaiqin Wei
8758 Sevano Cir NE
Albuquerque, NM 87113
Mobile: 5855032723

Activity Type	Activity Number	Activity Name	User	Created On
Notice of Violation Sent	COURT-002958-2025		Carl Krings	11/03/2025

Violation Code: Other Zoning
Violation Status: In Violation
Citation Issue Date: 11/03/2025
Compliance Date: 11/20/2025
Code Description: Chapter 14 - other zoning violations
Resolved Date:

Corrective Action: In violation of City of Santa Fe (SFCC)18-1.7(A) If a person required to secure a business license & pay a business license fee is in violation of this section or any provision of the SFCC 1987 or is operating in a manner contrary to public welfare, the City of Santa Fe shall send the person(s) a notice of violation specifically stating the nature of the violation. Upon inspection of the property, no licensed massage therapists were on the premises; nor was a massage therapist's license issued by the N.M. Massage Therapy Board posted in a conspicuous place on the premises, as required by NMSA 1978 Section 61-12C-11 and Section 16.7.1.9 NMAC, All unlicensed massage therapists on the premises must be licensed.
If the provisions of this section or other provisions of SFCC 1987 are not complied with or that the operation contrary to the public welfare is not discontinued within 15 days after the receipt of the notice the person(s) shall appear before the City of Santa Fe Finance Committee on December 8th 2025 at 5:00 pm in the City of Santa Fe Counsel Chambers; 200 Lincoln Avenue Santa Fe, to show cause, why the business should not be closed.

NEW YORK STATE USA

NOT FOR FEDERAL PURPOSES

LEARNER PERMIT

Class D

[redacted]

YANG
ZHENGHUI

[redacted]

[redacted]

Issued 07/08/2022

Expires 12/14/2026

E NONE

R NONE

Sex F Height 5'-02" Eyes BRO

DEC 78

ZHENGHUI YANG

ZHENG HUI YANG

City of Santa Fe

Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: KOREA SPA
DBA: KOREA SPA

Business Location: 2008 ROSINA ST UNIT B
Santa Fe, NM 87505

Owner: KOREA SPA

License Number: 236636

Issued Date: April 24, 2025

Expiration Date: April 24, 2026

CRS Number: 03649034002

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: $35.00

KOREA SPA

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

(505) 490-8339 beautiful girl 100% new & sweet

Updated: Apr/03/2024 10:20AM | View:1509

Excellent Spa

Heal your mind and soothe your body

(505) 490-8339

2008 Rosina St: Unit BSanta Fe, NM 87505

New beautiful asian girl

This is a professional Chinese massage therapy center

We know how to make your body more comfortable and relaxed

If you feel soreness in your waist and legs or any other physical discomfort, please come here

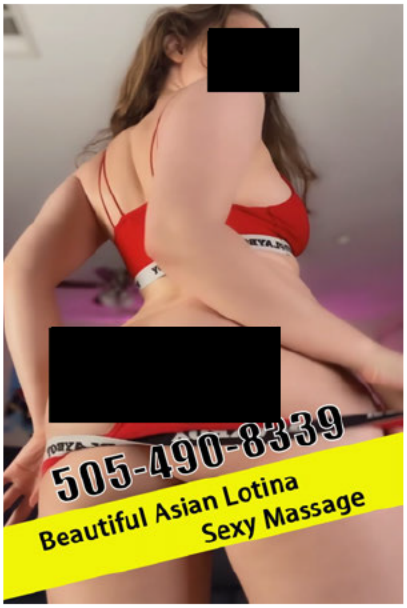
Our skilled massage techniques and gentle and considerate service attitude

This will make your tired body and mind feel more relaxed than ever before

We have received countless accolades and we are the most popular Chinese massage therapy center

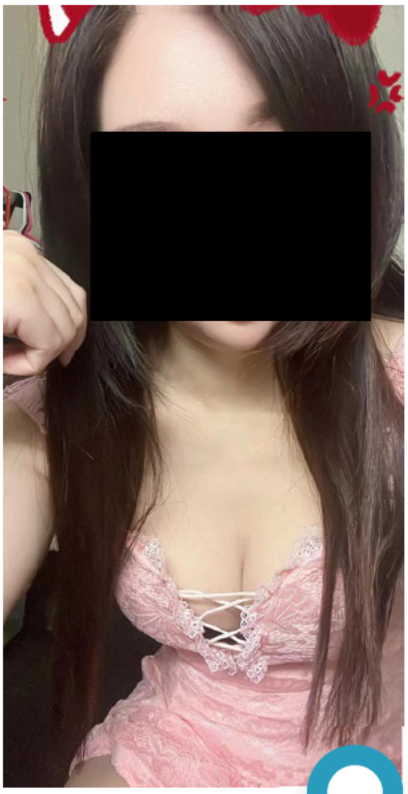
We will present you with the most authentic and unique massage experience

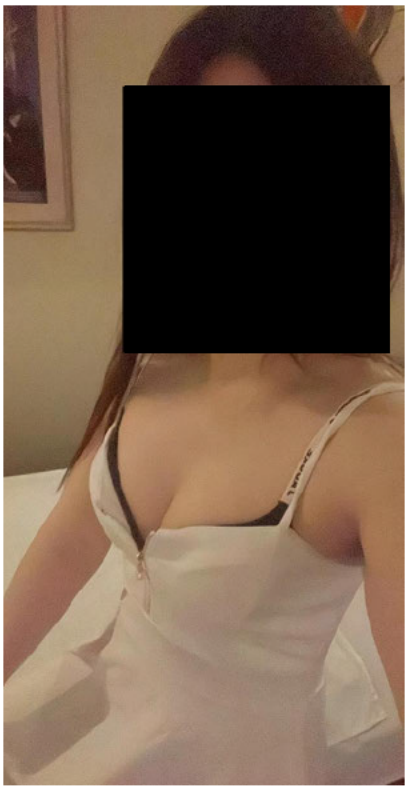
All are welcome to visit











Navigation (505) 490-8339

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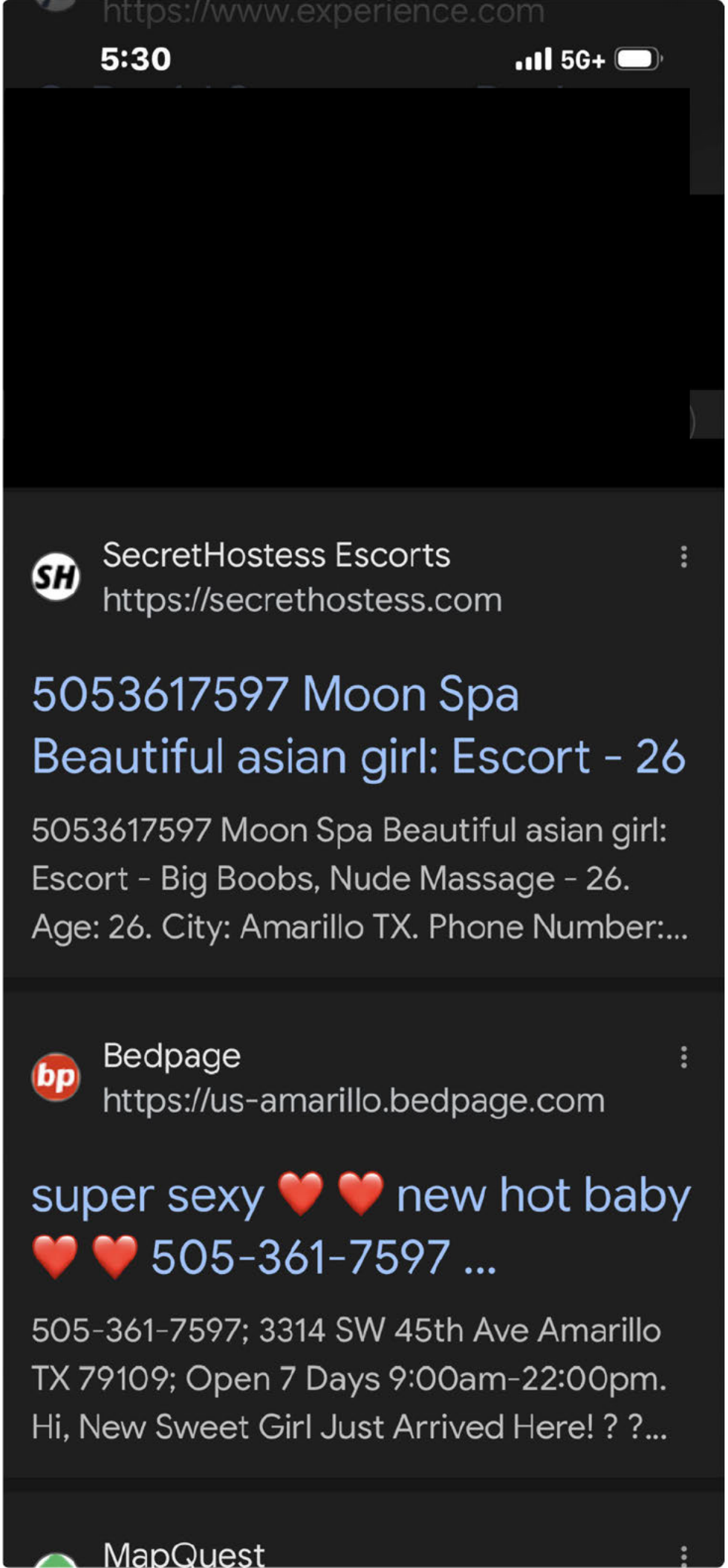
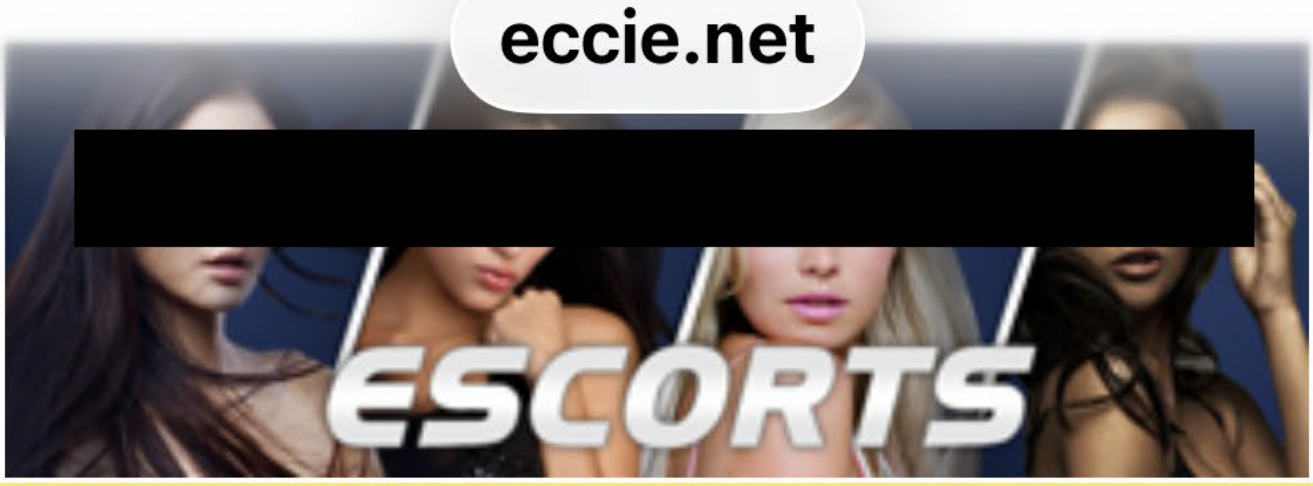

https://www.experience.com
5:30
5G+
SecretHostess Escorts
https://secrethostess.com
5053617597 Moon Spa Beautiful asian girl: Escort - 26
5053617597 Moon Spa Beautiful asian girl: Escort - Big Boobs, Nude Massage - 26. Age: 26. City: Amarillo TX. Phone Number:...
Bedpage
https://us-amarillo.bedpage.com
super sexy ❤️ ❤️ new hot baby ❤️ ❤️ 505-361-7597 ...
505-361-7597; 3314 SW 45th Ave Amarillo TX 79109; Open 7 Days 9:00am-22:00pm. Hi, New Sweet Girl Just Arrived Here! ? ?...
MapQuest

5:12

eccie.net



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ECCIE

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Become a part of one of the fastest growing adult communities online. We have something for you, whether you're a male member seeking out new friends or a new lady on the scene looking to take advantage of our many opportunities to network, make new friends, or connect with people. Join today & take part in lively discussions, take advantage of all the great features that attract hundreds of new daily members!

SIGN UP | GO PREMIUM

ECCIE Worldwide > Other US Hotspots > New Mexico > Encounters - AMP/Spa - New Mexico
Encounter: Excellent Massage SF

test

Encounters - AMP/Spa - New Mexico Have you experienced an intimate encounter you wish to share with the rest of the community? This is where it's done. The review "template" includes fields for the more basic information regarding your encounter and you can elaborate the details of your encounter more thoroughly in "The Rest of the Story" field which is a private section only visible to Premium Access members of this board. Premium access is granted at staff discretion for review submissions, and 6 weeks credit is given per review. Details can be found by clicking the Premium Access tab at the top of every page

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DallasRain
Emmie
CetoAquafina
Babycarolyndoll

HOT

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01-15-2025, 06:44 PM #1

lmatoyota69
Premium Access



Join Date: Feb 20, 2024
Location: Santa fe
Posts: 59
Encounters: 16

Encounter: Excellent Massage SF

User ID: N/A
Date: 1/15/2025
Name: Mimi
Phone: (505) 490-8339
Email Address: N/A
URL (Profile or Bio Page): N/A
City: Santa Fe
State: New Mexico
Address: 2008 Rosina St Unit B, Santa Fe, NM 87505
Appointment Type: Spa
Activities: Mish, standing, FBM
Duration of Encounter: 30 minutes
Hair Length and Color: Shoulder length? Black
Age: 30's
Smoking Status: I Couldn't Tell
Ethnic Background: Asian
Physical Description: 5Ft ish. Possibly a tiny bit taller.
A cups, nice firm figure. Cute behind
Recommendation: Yes

Like | 8 users liked this post

QUOTE

Reply

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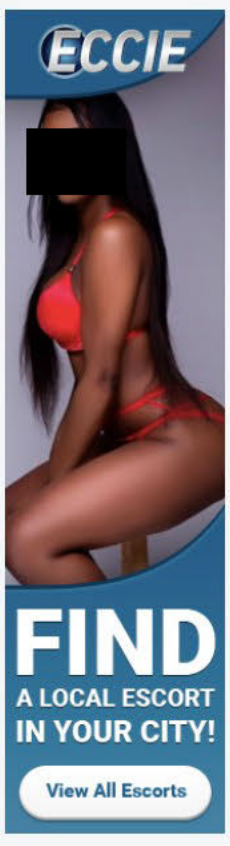
AMPReviews.net



Find Ladies



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Tampa Escorts
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Chicago Escorts
L.A Escorts

CITY OF SANTA FE

Memorandum

Date: December 8, 2025

To: Finance Committee

From: Maggie Moore, Assistant Land Use Director *MRM*

Via: Mark Scott, City Manager
Andrea Phillips, Deputy City Manager
Elisa Montoya, Community Development Director
Heather Lamboy, AICP Planning and Land Use Director

RE: Request for Issuance of a Cease-and-Desist Order to close Yang Yang Massage/Pony Massage, 1225 S. St. Francis Dr, Unit E, Hong Zhou, Owner/Operator, (505-460-9448). Code Enforcement Case# 2025-005040, Violation of SFCC 18-1.7 *Notice of violation; penalty*, operating in a manner contrary to the public welfare. (Maggie Moore, Assistant Land Use Director, mrmoore@santafenm.gov)

EXECUTIVE SUMMARY:

The Enforcement Division is responsible for compliance with SFCC Chapter 18 Licensing, which requires that a person conducting business in the city secure a business license and operate their business in a manner that is not contrary to the public welfare. For certain types of business, the Enforcement Division requires proof of compliance with applicable state regulations, including for food service establishments, cannabis businesses, daycare centers, and massage therapy businesses, among others. Requiring compliance with applicable state laws supports the city's provision that businesses operate in a manner not contrary to the public welfare.

The state has established several requirements for licensing and professional conduct of massage therapists and empowers municipalities to regulate licensed massage therapists pursuant to the Massage Therapy Practice Act. New Mexico Statutes Annotated (NMSA) 1978 Section 61-12C-5 requires that individuals shall not provide or offer to provide massage therapy services unless they are a licensed massage therapist. The state law further requires that individuals shall not use the title of massage therapist or make any representation of being a massage therapist or use any other title, abbreviations, letters, figures, signs, or devices that indicate the individual is a massage therapist unless the individual is a licensed massage therapist, and licenses issued by the state are

not transferable or assignable. Additionally, NMSA 1978 Section 61-12C-11 and Section 16.7.1.9 NMAC requires that massage therapy licenses or registrations issued by the state board be posted at all times in a conspicuous place in the massage therapist's principal place of business.

On June 24, 2025, the Enforcement Division received a report from the Santa Fe Police Department (SFPD) of possible prostitution at Yang Yang Massage/Pony Massage, 1225 S. St Francis Drive, Unit E, (Police Case #2025006293).

Following the tip from the SFPD, members of the City's Enforcement Division ("Staff") inspected 1225 S St Francis Drive, Unit E (the "Property") on June 27, 2025 during normal business hours. The main entrance was locked, but Staff gained access into the property by Hong Zhou, who provided a California identification card (see Attachment A.1). There were no other individuals present at the time of the inspection, and Ms. Zhou is not a licensed massage therapist. Ms. Zhou provided Staff with an image on her phone of a massage therapist license for Dan Gao (Attachment A.2), but this individual was not present, and Staff has not been able to make contact with Dan Gao.

Through online translation services, Staff informed Ms. Zhou of the requirements for a business license, that licensed massage therapists must have their licenses posted in a conspicuous place in the business at all times, that primary entrances and exits must remain unlocked when the business is open, and directed her that only licensed massage therapists were allowed to provide massages per NMSA 1978 Section 61-12C-5.

At the time of the inspection, Yang Yang Massage, 1225 S. St Francis Dr, Unit E, had a city issued business license #238657, exp. date January 23, 2026 (Attachment A.3). City business license records indicate that another massage therapy business, Pony Therapeutic Massage, 450 St Michael's Drive Suite 602, Yan Bai, Owner/Operator may be affiliated with Yang Yang Massage and the 1225 S. St Francis Dr., Unit E address, but the current business license and NM State Gross Receipts Tax documents (Attachment A.4) indicate that Yang Yang Massage is owned by Hong Zhou as an individual.

Staff gathered evidence of illicit online advertisements associated with the Property and the business phone number 505-460-9448 (Attachment A.5), found that the business does not comply with state licensing and professional requirements for massage therapists, and is operating in a manner contrary to the public welfare. The illicit advertisements affiliated with the property use both Yang Yang Massage and Pony Massage in their online posts, indicating a connection between the two businesses.

On November 6, Staff conducted a follow up inspection and found Ms Zhou present, with no licensed massage therapists onsite and no massage therapists licensed conspicuously posted. On November 7, 2025, Carl Krings issued a violation notice (see Attachment A), which was posted on the property, sent to the business owner, Hong Zhou and the property owner, Paul Montoya. The notices established a compliance date of November 26th and a Finance Committee hearing date of December 8, 2025.

Per SFCC 18-1.8 *Enforcement; hearing; cease and desist order*; staff requests that the Finance Committee issue a cease and desist order closing the business, Yang Yang Massage/Pony Massage at 1225 S. St. Francis Drive, Unit E, Hong Zhou, owner/operator.

BACKGROUND:

Illicit massage businesses (IMBs) commonly known as "massage parlors" have become ubiquitous across the country, within the state of New Mexico, and in our community. Research finds an estimated 9,000-plus of these businesses operate in every state in the country, with earnings totaling nearly $2.5 billion per year.[1] Staff research of business license records and online advertising indicates there are as many as twenty (20) IMBs operating within the city of Santa Fe, some with valid business licenses, expired licenses or without the requisite business license. The State of New Mexico, through the Massage Therapy Board oversees the practice of individuals who use the title of massage therapist or otherwise represent themselves to be massage therapists, and massage therapy schools. The State and the Board do not regulate businesses that use the title of massage or otherwise represent themselves as massage businesses, but through its review and approval of business licenses, the city requires compliance with applicable state laws.

Acts of prostitution have a long history of concealing themselves behind the label of massage. While there may be some individuals who choose to sell sex under the guise of massage therapy, evidence suggests that thousands of women engaging in commercial sex in illicit massage businesses are victims of human trafficking. Corporate secrecy laws that obscure ownership make it nearly impossible to identify the organized crime networks and traffickers behind these operations[2]. Traditional law enforcement approaches are resource intensive and often focus on the women engaged in these illicit acts, further victimizing them, while the criminal networks and traffickers evade accountability. Furthermore, the ubiquity of IMBs degrades the integrity of legitimate massage therapists, spas and wellness businesses.

Many jurisdictions have found success in closing IMBs through targeted business licensing requirements[3], particularly in those jurisdictions which require all businesses to obtain a license, as Santa Fe does. Successful ordinances target the easily observable characteristics that distinguish an illicit massage business from a legitimate massage therapy business. Trevor Vaughn, an expert in identifying and preventing IMBs, has observed several factors in the business models of legitimate massage therapy businesses and illicit sex and human trafficking businesses (see Table 1).

Table 1. Illicit and Legitimate Massage Business Models

Illicit Sex and Human Trafficking Business	**Legitimate Massage Therapy Business**
Cheat requirements to look legit	Professional training, education and license

[1] Keyhan, Rochelle et al, "Trafficking in Illicit Massage Businesses." Polaris, (January 17, 2018)
[2] "Hidden in Plain Sight: How Corporate Secrecy Facilitates Human Trafficking in Illicit Massage Parlors." Polaris (April 1, 2018)
[3] "Successful Massage Ordinance Factors." The Network, (September, 2021)

Advertise to people looking for sex	Advertise for health purposes
Unlicensed personnel	Licensed Massage Therapists
No records of treatments or clients	Regular business recordkeeping
Long hours, often living on site	Normal business hours and operations
Locked doors to conceal illicit activities	Professional massage practices
Advertise at lower rates	Rates match industry standard

The Department is currently engaged with the City Attorney's Office to draft a new massage facility ordinance to prevent IMBs from opening via a thorough application process, and regulating those characteristics and behaviors associated with IMBs. In Aurora, Colorado, multiple IMBs predated the passage of its ordinance in May 2018. By allowing the city to close businesses for committing certain violations, such as operating without a license, Aurora closed 18 IMBs within a year after its regulations went into effect.

The Department intends to bring forward the legislation for adoption by the end of the calendar year and will continue targeted inspections and enforcement actions against illicit massage businesses operating within the city.

ATTACHMENTS:

A. Notice of Violation Case #2025-005040
1. Hong Zhou California Identification Card #W9776431
2. Dan Gao Massage Therapy License #MT8725
3. Yang Yang Massage Santa Fe Business License #238657 (Expires January 23, 2026)
4. New Mexico State Gross Receipts Tax Certificate #03662930008
5. Illicit Online Advertisements – 1225 S St Francis Drive, Unit E, 505-460-9448

CODE CASE DETAILED REPORT CODE-005040-2025
FOR CITY OF SANTA FE

Case Type: Code Enforcement
Status: In Progress
Assigned To: Carl Krings
Project:
District: Council District 2
Description:
Opened Date: 11/06/2025
Closed Date: NOT CLOSED

Parcel: 18502457 Main
Address: 1225 S Saint Francis Dr, E Main
Santa Fe, NM 87505
Zone: C1PUD (ZN: C1PUD)

Owner
Yan Bai
1225 S Saint Francis Dr, E
Santa Fe, NM 87505
Mobile: (505) 219-6415

Violator
Yang Yang Massage
Hong Zhou
3220 San Mateo Blvd NE
Albuquerque, NM 87110
Business: (505) 228-9619

Violator
Yang Yang Massage
Hong Zhou
1225 S Saint Francis Dr, A
Santa Fe, NM 87505
Business: (505) 228-9619

Owner
RI Leeder Company
Sara Leeder
Po Box 15147
Santa Fe, NM 87592

Owner
Streit Exotics
1532 Cerrillos Rd Suite B
87505
Business: 505-9826207

Owner
Streit Exotics
1532 Cerrillos Rd A
Santa Fe, NM 87505
Business: 505-9826207

Owner
Paul A Montoya
21 Paseo De Aguila
Santa Fe, NM 87506

Note	Created By	Date and Time Created
1. Notice sent to Paul Montoya 21 PASEO DE AGUILA Santa Fe, NM 87506-7905 Per Maggie Moore	Carl Krings	11/7/2025 1:23 pm

Activity Type	Activity Number	Activity Name	User	Created On
Notice of Violation Sent	COURT-002967-2025		Carl Krings	11/06/2025

Violation Code: Other Zoning
Violation Status: In Violation
Citation Issue Date: 11/06/2025
Compliance Date: 11/26/2025
Resolved Date:
Code Description: Chapter 14 - other zoning violations

Corrective Action: In violation of City of Santa Fe (SFCC)18-1.7(A) If a person required to secure a business license & pay a business license fee is in violation of this section or any provision of the SFCC 1987 or is operating in a manner contrary to public welfare, the City of Santa Fe shall send the person(s) a notice of violation specifically stating the nature of the violation. Upon inspection of the property, the license displayed was for Yang Yang Massage not Pony Massage; no licensed massage therapists were on the premises; nor was a massage therapist's license issued by the N.M. Massage Therapy Board posted in a conspicuous place on the premises, as required by NMSA 1978 Section 61-12C-11 and Section 16.7.1.9 NMAC, All unlicensed massage therapists on the premises must be licensed.
If the provisions of this section or other provisions of SFCC 1987 are not complied with or that the operation contrary to the public welfare is not discontinued within 15 days after the receipt of the notice the person(s) shall appear before the City of Santa Fe Finance Committee on December 8th 2025 at 5:00 pm in the City of Santa Fe Counsel Chambers; 200 Lincoln Avenue Santa Fe, to show cause, why the business should not be closed.


California USA
IDENTIFICATION CARD
LIMITED-TERM
EXP 03/02/2031
LN ZHOU
FN HONG
DOB
03021969
SEX F
HAIR BLK
EYES BLK
HGT 5-11"
WGT 110 lb
ISS
05/27/2025

Dan Gao
2652 Norment Pl SW,
Albuquerque, NM 87105

State of New Mexico

NMRLD

New Mexico Regulation and *Licensing Department

HEREBY CERTIFIES THAT

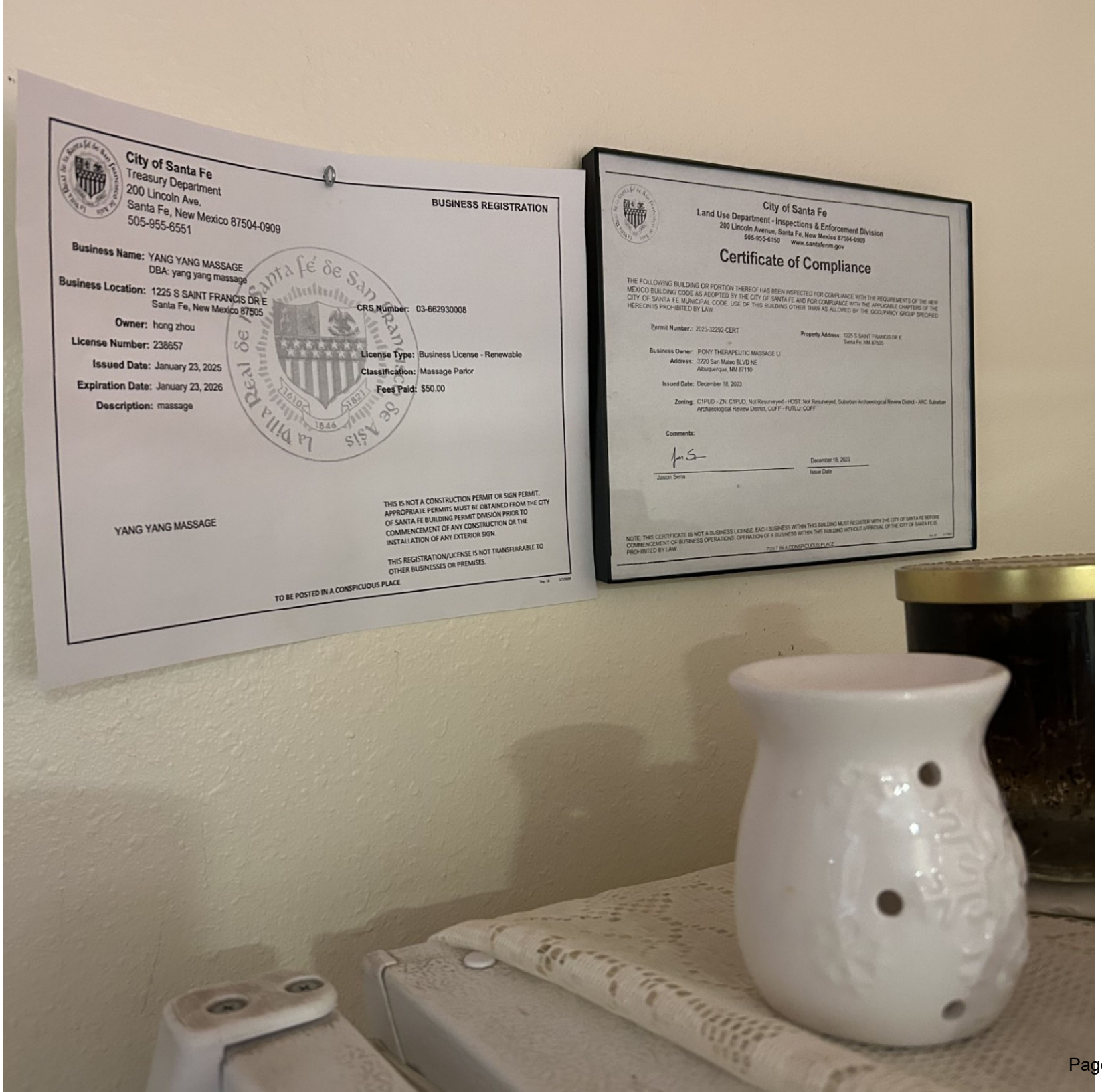
Dan Gao

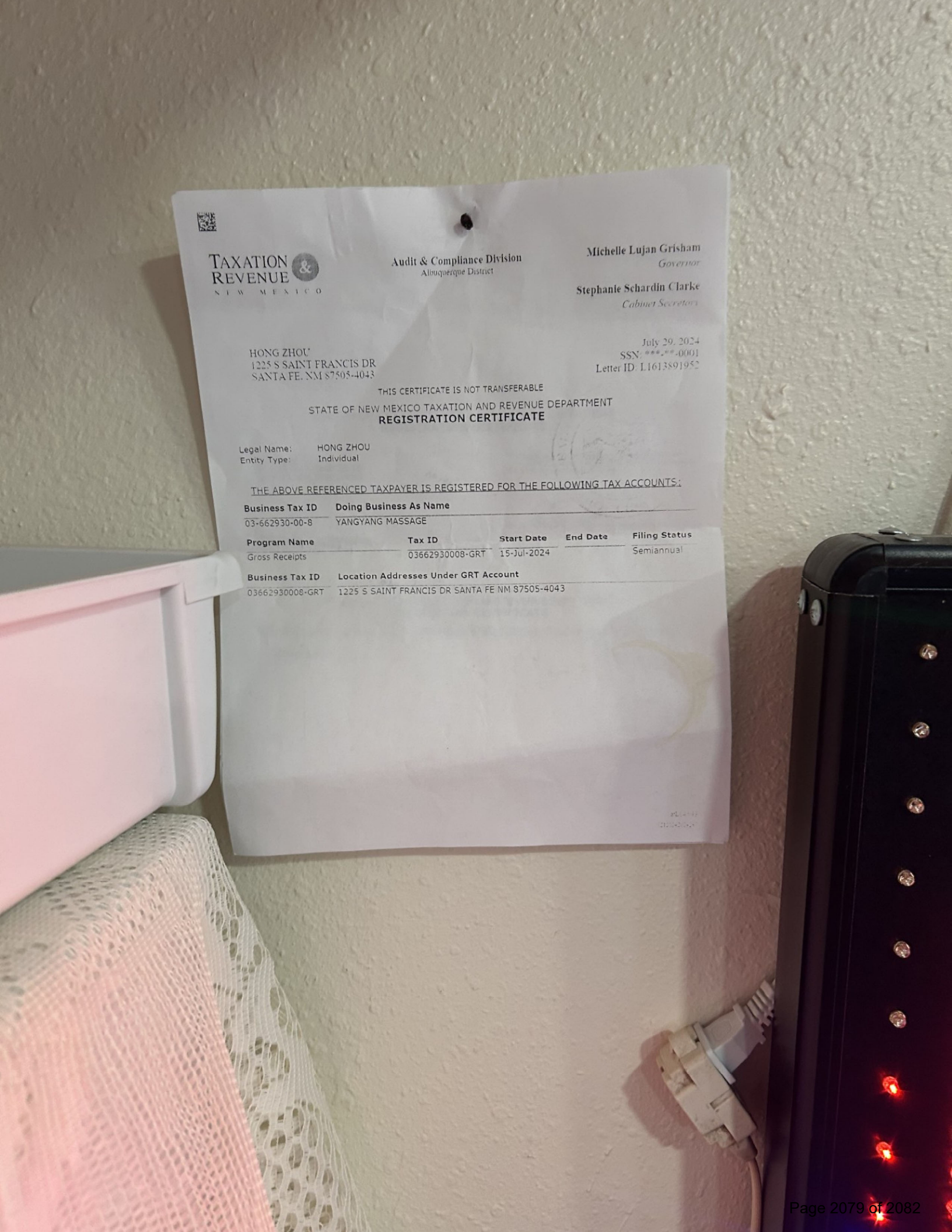
HAVING GIVEN SATISFACTORY EVIDENCE OF THE COMPLETION OF PROFESSIONAL AND OTHER REQUIREMENTS PRESCRIBED BY LAW IS GRANTED A LICENSE TO PRACTICE IN THE STATE OF NEW MEXICO

Massage Therapist

License No. MT8725 Issued 06/16/2017 Expires 10/31/2026

THIS LICENSE SHOULD BE CONSPICUOUSLY POSTED IN PLACE OF BUSINESS OR AS REQUIRED BY LAW


City of Santa Fe
Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551
BUSINESS REGISTRATION
Business Name: YANG YANG MASSAGE
DBA: yang yang massage
Business Location: 1225 S SAINT FRANCIS DR E
Santa Fe, New Mexico 87505
Owner: hong zhou
License Number: 238657
Issued Date: January 23, 2025
Expiration Date: January 23, 2026
Description: massage
CRS Number: 03-662930008
License Type: Business License - Renewable
Classification: Massage Parlor
Fees Paid: $50.00
YANG YANG MASSAGE
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
City of Santa Fe
Land Use Department - Inspections & Enforcement Division
200 Lincoln Avenue, Santa Fe, New Mexico 87504-0909
505-955-6150 www.santafenm.gov
Certificate of Compliance
THE FOLLOWING BUILDING OR PORTION THEREOF HAS BEEN INSPECTED FOR COMPLIANCE WITH THE REQUIREMENTS OF THE NEW MEXICO BUILDING CODE AS ADOPTED BY THE CITY OF SANTA FE AND FOR COMPLIANCE WITH THE APPLICABLE CHAPTERS OF THE CITY OF SANTA FE MUNICIPAL CODE. USE OF THIS BUILDING OTHER THAN AS ALLOWED BY THE OCCUPANCY GROUP SPECIFIED HEREON IS PROHIBITED BY LAW
Permit Number.: 2023-32292-CERT
Property Address: 1225 S SAINT FRANCIS DR E Santa Fe, NM 87505
Business Owner: PONY THERAPEUTIC MASSAGE LI
Address: 3220 San Mateo BLVD NE Albuquerque, NM 87110
Issued Date: December 18, 2023
Zoning: C1PUD - ZN: C1PUD, Not Resurveyed - HDST: Not Resurveyed, Suburban Archaeological Review District - ARC: Suburban Archaeological Review District, CCFF - FUTLU: CCFF
Comments:
Jason Sena
December 18, 2023
Issue Date
NOTE: THIS CERTIFICATE IS NOT A BUSINESS LICENSE. EACH BUSINESS WITHIN THIS BUILDING MUST REGISTER WITH THE CITY OF SANTA FE BEFORE COMMENCEMENT OF BUSINESS OPERATIONS. OPERATION OF A BUSINESS WITHIN THIS BUILDING WITHOUT APPROVAL OF THE CITY OF SANTA FE IS PROHIBITED BY LAW
POST IN A CONSPICUOUS PLACE



TAXATION & REVENUE
NEW MEXICO

Audit & Compliance Division
Albuquerque District

Michelle Lujan Grisham
Governor

Stephanie Schardin Clarke
Cabinet Secretary

HONG ZHOU
1225 S SAINT FRANCIS DR
SANTA FE, NM 87505-4043

July 29, 2024
SSN: ***-**-0001
Letter ID: L1613891952

THIS CERTIFICATE IS NOT TRANSFERABLE

STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT

REGISTRATION CERTIFICATE

Legal Name: HONG ZHOU
Entity Type: Individual

THE ABOVE REFERENCED TAXPAYER IS REGISTERED FOR THE FOLLOWING TAX ACCOUNTS:

Business Tax ID	Doing Business As Name
03-662930-00-8	YANGYANG MASSAGE

Program Name	Tax ID	Start Date	End Date	Filing Status
Gross Receipts	03662930008-GRT	15-Jul-2024		Semiannual

Business Tax ID	Location Addresses Under GRT Account
03662930008-GRT	1225 S SAINT FRANCIS DR SANTA FE NM 87505-4043

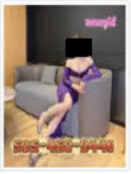
☎☎505-460-9448💔🟪 Newcomer to Japan Yao Yao🟰full of exotic charm 🟪🟪 28 years old small delicate pretty sexy top service 🟪🟪

Read before contacting a poster

Play Slots & Casino here





Posted in	Albuquerque NM, Las Vegas NM, Rio Rancho NM, Santa Fe NM, South Valley NM,
Age	24
Category	Female escort
Date	10:00 AM on 2025-05-31

I see	Men
Race / Regionality	Asian
Available for	Outcall, Incall
Hours	9 am to 11 pm
Location	Dr suite e, Santa Fe, NM 87505
Free Slot Spins at Slots & Casino	Deposit now w Crypto and get 300% sign up bonus

💔💔Yang Yang Massage
💔💔505-460-9448
💔💔1225 S St Francis Dr suite e, Santa Fe, NM 87505
💔💔8:30 am to 11:00 pm
💔💔 There are beautiful, sexy and cute girls here
💓💓Grand opening, new Asian ladies are waiting for your arrival💓💓
⭐Hi, gentlemen~ We are cute and sexy Asian lady.
⭐I'm the perfect companion for the man who wants more , As I Always give my undivided attention and time to my admirers .
⭐From the Moment we meet, you will be the CENTER OF MY ATTENTION!
✅Amazing technique brings you endless relaxation
✅Beautiful Face & Sexy Body
✅Sweet Lady & Amazing Skills
✅Mutual touching Superb Service
✅Clean & Discreet
❤❤Let me show you my highly liked skills!❤❤

We are an agency serving many cities.The photo is similar to the girl presented, but may not be 100% accurate.

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Post listing

Other locations

Santa Fe massage parlors:
China Massage
Chinese Massage
Linden Blossom Chinese Massage Therapy
Auspicious Massage Spa
Ivy Spa
Body of Santa Fe
Sunflower Spa
High Desert Healthcare & Massage
Winters Massage
Rongs Chinese Massage
Little Corner Spa Santa Fe
Excellent Spa
Lilly Garden Spa
Beautiful Massage
Massage of Santa Fe
Ivy nails Spa
Santa Fe Massage Asian Spa
A1 Foot Spa & Massage
Good Luck Body Massage
Daisy Massage

All Santa Fe massage parlors
-Select-



Check out the latest massage parlor reviews in Santa Fe, NM

Pony Therapeutic Massage in Santa Fe, New Mexico

Distance to this massage parlor center: 1.6 m

7 reviews

LEAVE A REVIEW
ADD TO FAVORITES

Masseuse Ethnicity: Chinese
Cards Accepted: Visa, Cash Only

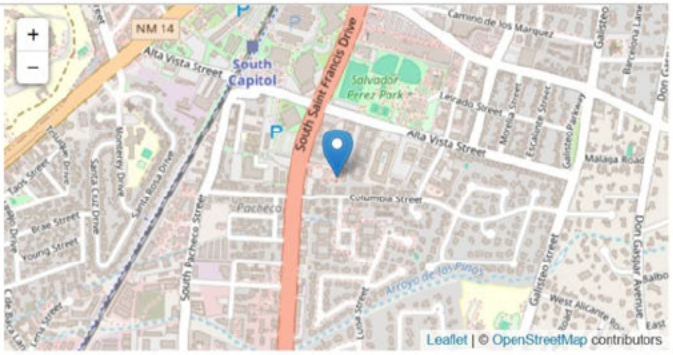
Privacy For Shower: Yes
Sauna: Yes
Jacuzzi: No
Semi-Truck Parking: Yes
60 min: $60



Address:
1225 S St Francis Dr #E
Santa Fe, New Mexico 87505
Get Driving Directions

Phone Number:
505-460-9448
505-615-9114
REPORT

Hours: *Open now*
Daily 8:30am - 11:00pm



MP reviews (7) Comments (1)

Order: Review Date

mmmm518319	Rating	Mary	#3379786	12.30 2024	Read Review
dreggory1	Rating	Mia	#3296339	11.25 2024 1	Read Review
superhero2	Rating	Mia	#3287815	11.21 2024	Read Review
edsheldon89	Rating	Coco	#3200746	10.25 2024	Read Review
movierich52	Rating	Lucy (YuYu)	#2583118	12.26 2023	Read Review
loganroger51	Rating	Angela	#2459057	11.09 2023 1	Read Review
mistermrg	Rating	Mary	#2305400	09.10 2023	Read Review

Newest Forum Posts

Strip Club options in SF
Where are the pretty girls under 40?
Brother-in-law, please come get me....
Do you ever feel guilty about this hobby?
Lola or Jada
ANYONE KNOW OF A BBW offering massage?
HE for women
Houston - Looking for Pinay/filipina
OC Providers with Big Cheeks
Start Alabama forum?

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Contact | Membership Cancellation | Complaints & Disputes | Refund policy | Human Trafficking Policy
Law Enforcement Guide | Terms & Conditions | Privacy Policy
X Technology s.r.o.
Sídlo: náměstí Přátelství 1518/2, Hostivař, 102 00 Praha 10

Skipthegames.EU
Skip the games. Get satisfaction.

Login / Signup

I am a | looking for a | Albuquerque, NM | Specify, eg: blonde, asian, domme.

Post listing

☎☎505-460-9448〓 💖Korean and Japanese girls,💖 sexy, 💖〓beautiful, 💖〓top service💖〓

Read before contacting a poster

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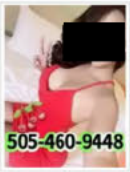

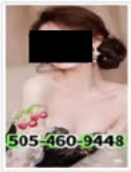

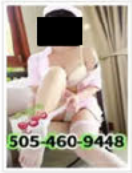

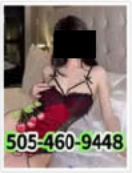

Posted in	Albuquerque NM, Las Vegas NM, Rio Rancho NM, Santa Fe NM, South Valley NM,
Age	24
Category	Female escort
Date	03:00 PM on 2025-02-20

I see	Men
Race / Regionality	Asian
Accepted payment methods	Cash, Visa/MC
Available for	Incall, Outcall
Hours	9 am to 11 pm
Location	Dr suite e, Santa Fe, NM 87505
Take control, be in charge.	Stay hard. Dick pills, fast delivery.

💖💖Yang Yang Massage
💖💖505-460-9448
💖💖1225 S St Francis Dr suite e, Santa Fe, NM 87505
💖💖8:30 am to 11:00 pm
💖💖 There are beautiful, sexy and cute girls here
✚✚✚ Service attitude with sweet smile
✚✚✚ First-class massage technology
We will relax your body and mind in an unprecedented way. 🔵
Improve the lumbar and cervical vertebrae. 💛
We perform deep massage to ensure that you get five-star massage enjoyment and massage quality. 💖
We are very professional and dedicated! 💖
Only to give you 100% satisfactory massage! 💜
The most unique and professional massage technique🌈
🔄 New Asia💥💥
🔄 Sweet girl 💥💥
🔄 New feeling 💥💥
🌷 The room is 100% clean and tidy, and the environment is warm and comfortable.
🌷 Here, you can put aside all your worries and stress and experience authentic Asian massage techniques.
🌷Relieve emotions, treat body pain, and achieve perfect five-star relaxation.
🌷Sincerely welcome your visit, we will use professional technology and cordial service to make you remember the happiness and health
I give you🟡

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